

WHEN RECORDED RETURN TO:

02-173183-OE

LAND TITLE AND ESCROW

DOCUMENT TITLE(S):

JOINT ROAD MAINTENANCE AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

WENDELL J. PHILLIPS and KATHLEEN PHILLIPS, husband and wife

GRANTEE:

THE PUBLIC

ABBREVIATED LEGAL DESCRIPTION:

Ptn Tr. A, Survey #9010160001; Being A Ptn Tr. B, Holiday Hideaway No. 1.

TAX PARCEL NUMBER(S):

3926-009-002-0103, P66102

JOINT ROAD MAINTENANCE AGREEMENT

Owner's Names/Parcel Number (legal description attached as Exhibit A):

WENDELL + KATHLEEN PHILLIPS

7614 CYPRESS WAY ANACORTES, WA 98221

P66102

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the road (legal description of road attached as Exhibit B.)

Each party agrees as follows:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance & repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to all parties.
2. **Payment.** The cost for agreed maintenance & repair shall be borne & shared equally by the owners of the parcels having equal access therefrom. In the consent to the repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.
3. **Successors in Interest.** This agreement is binding on the heirs, assigns & successors in interest of the parties.
4. **Underground Utility Repairs.** Whenever changes to or emergency repairs are required to the underground servicing systems (gas, water, electricity, sewer, cable and phone) that require breaking the surface of the easement property to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for

change or repair shall be agreed to by the property owner prior to initiation.

5. **Damage.** It is also understood and agreed that if the owner of a parcel having access over the easement (road) damages or disturbs the surface of the roadway over this easement (other than normal automobile and service ingress & egress), then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.



OWNERS SIGNATURE



OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE

State of Washington
County of WA Skagit } SS:

I certify that I know or have satisfactory evidence that Wendell J. Phillips & Kathleen Phillips is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/hes/their free and voluntary act for the uses and purposes mentioned in this instrument.

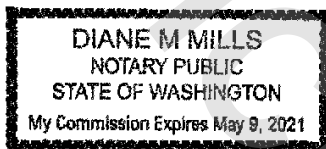
Dated: 8.21.19

Diane Mills

Notary Public in and for the State of Washington

Residing at: Milton

My appointment expires: May 9, 2021



When Recorded Return to:
Mr. and Mrs. Wendell Phillips
7614 Cypress Way
Anacortes, Wa. 98221

200707310126
Skagit County Auditor
7/31/2007 Page 1 of 4 3:28PM

Exhibit A

Chicago Title Company - Island Division
Order No: AE11997 MM Title Order No: IC42823 ✓

STATUTORY WARRANTY DEED

THE GRANTOR ALAN PATRICK MEYER and VIVIAN ELAINE MEYER, also appearing of record as ALAN P. MYER and VIVIAN E. MYER, husband and wife

for and in consideration of Seven Hundred Forty Thousand and 00/100...(\$740,000.00)
DOLLARS

in hand paid, conveys and warrants to

WENDELL J. PHILLIPS and KATHLEEN PHILLIPS, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated legal: Ptn. TR A, Survey 9010180001 as in Exhibit "A" attached hereto and made a part hereof.

Situate in Skagit County, Washington.

Tax Parcel Number(s): P68102 3926-009-002-0103

Subject to: Restrictions, reservations and easements of record.
Also subject to agricultural and forestry provisions as in Exhibit "B" attached hereto and made a part hereof.


Dated: July 23, 2007


ALAN PATRICK MEYER


VIVIAN ELAINE MEYER

3617
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 31 2007

Amount Paid \$ 13,177.00
By  Deputy

Legal Description

EXHIBIT B

That certain private road known as Cypress Way being a portion of Lots 1 through 7 and 13 of Block 8 and of Tracts B, C and D as shown on "Holiday Hideaway No. 1" as per plat recorded in Volume 8 of plats, pages 36 through 42, Inclusive, records of Skagit County, Washington.

JOINT ROAD MAINTENANCE AGREEMENT

Owner's Names/Parcel Number (legal description attached as Exhibit A):

GARY + HOLLY RAINWATER

P66104

3926 00A 002 0400

7612 CYPRESS WAY, ANACORTES, WA 98221

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the road (legal description of road attached as Exhibit B.)

Each party agrees as follows:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance & repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to all parties.
2. **Payment.** The cost for agreed maintenance & repair shall be borne & shared equally by the owners of the parcels having equal access therefrom. In the consent to the repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.
3. **Successors in interest.** This agreement is binding on the heirs, assigns & successors in interest of the parties.
4. **Underground Utility Repairs.** Whenever changes to or emergency repairs are required to the underground servicing systems (gas, water, electricity, sewer, cable and phone) that require breaking the surface of the easement property to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for

change or repair shall be agreed to by the property owner prior to initiation.

5. **Damage.** It is also understood and agreed that if the owner of a parcel having access over the easement (road) damages or disturbs the surface of the roadway over this easement (other than normal automobile and service ingress & egress), then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.


OWNERS SIGNATURE


OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE



Rebecca Gordon
Rebecca Gordon
Notary Public
Residing in Fall City, Washington
My commission expires 11/1/2015

When recorded return to:

Mr. and Mrs. Gary L. Ralwiter
1443 247th Avenue S.E.
Sammamish, WA 98075

Recorded at the request of:
First American Title
File Number: 87963



Statutory Warranty Deed

THE GRANTORS Henry D. Regoth, Jr. and Barbara D. Regoth, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Gary L. Ralwiter and Holly G. Ralwiter, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

FIRST AMERICAN TITLE CO.

Abbreviated Legal:

Pta. Lot B, "HOLIDAY HIDEAWAY NO. 1"

E79U3E

Tax Parcel Number(s): P66104, 3026-009-002-0400

That portion of Tract "B" in the plat of "HOLIDAY HIDEAWAY No. 1", as per plat recorded in Volume 8 of Plats on pages 36 through 42 in records of Skagit County, Washington, described as follows:

Commencing at the most Easterly corner of said tract; thence South 26° 42' 09" West along the Southeastery line of said tract 195.35 feet to the centerline of Cypress Way and the Point of Beginning; thence South 70° 24' 58" West 183.54 feet; thence North 19° 35' 02" West 100.00 feet; thence North 70° 24' 58" East 197.40 feet to intersect the centerline of Cypress Way at a point on a curve from which the center lies North 87° 39' 47" East and 300.00 feet distant; thence Southerly along said curve to the left through a central angle of 19° 22' 24" an arc distance of 101.44 feet to the Point of Beginning.

TOGETHER WITH right of easement, described in that certain "Declaration of Easement for Private Roadway" bearing Auditor's File No. 725226, records of said County.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS PER THE ATTACHED SCHEDULE "B-1" AND BY THIS REFERENCE MADE A PART HEREOF.

5-21-06

 Henry D. Regoth, Jr.

 Barbara D. Regoth
 JUN 12 2006
 SKAGIT COUNTY WASHINGTON
 REAL ESTATE DIVISION
 188C #

STATE OF Washington
 COUNTY OF Skagit SS:

I certify that I know or have satisfactory evidence that Henry J. Regoth and Barbara D. Regoth, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 5/24/06

Notary Public in and for the State of Washington
 Residing at 1011 1st Ave N
 Commission Expires: 05-16-09

LFB 10-03(1-1)
 Page 1 of 2

Legal Description

EXHIBIT B

That certain private road known as Cypress Way being a portion of Lots 1 through 7 and 13 of Block 8 and of Tracts B, C and D as shown on "Holiday Hideaway No. 1" as per plat recorded in Volume 8 of plats, pages 36 through 42, inclusive, records of Skagit County, Washington.

JOINT ROAD MAINTENANCE AGREEMENT

Owner's Names/Parcel Number (legal description attached as Exhibit A):

RON + DORICE WOLDEN

7782 CYPRESS WAY, ANACORTES, WA 98022

P66090

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wishes to contract for perpetual maintenance of the road (legal description of road attached as Exhibit B.)

Each party agrees as follows:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance & repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to all parties.
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OWNERS SIGNATURE



OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE

OWNERS SIGNATURE

What recorded return to:

Blair J. Forsey
1126 W. Sahara Palms
Tucson, AZ 85704

Recording at the Request of:
Guardian Northwest Title
File No.: A102376



201203250080
Skagit County Auditor

3/23/2012 Page 1 of 3 10:38AM

DEED OF TRUST

(For use in the State of Washington only)

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this 14th day of March, 2012 between Ronald A. Weiden and Dorice E. Weiden, husband and wife, GRANTORS, whose address is 7722 Cypress Way, Anacortes, WA 98221, Guardian Northwest Title, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and Blair J. Forsey and Gayle Forsey, BENEFICIARY, whose address is 1126 W. Sahara Palms, Tucson, AZ 85704.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Lot 5, Block 8, "HOLIDAY HIDEAWAY NO. 1", as per plat recorded in Volume 8 of Plats, pages 36 through 42, inclusive, records of Skagit County, Washington.

Tax Parcel Number(s): P66098, 3924-808-005-0002

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of FOUR HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$450,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on April 1, 2014.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against fire by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have less payable first to the Beneficiary, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of this search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all taxes, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantee fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **DUE ON SALE: (OPTIONAL. -- Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

[Signature]
Grantor (Initials)

[Signature]
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all loans secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party pursuant to pending sale under any other Deed of Trust or of an action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



201203230060
Staght County Auditor

LVS 22A-01(-1)

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: NONE

Date: March 14, 2012

Ronald A. Welden

Dorice E. Welden

State of Washington
County of Blaine SS:

I certify that I know or have satisfactory evidence that Ronald A. Welden and Dorice E. Welden, the person who appeared before me, and said person acknowledge that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 3-20-12

Vicki L. Hoffman

Notary Public in and for the State of Washington

Residing at: Aspen, WA

My appointment expires: 10/03/2013

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Date: _____



201203230060

King County Auditor

3/23/2012 Page 5 of 5 10:08AM

LFB 22A-05(4)

Legal Description

EXHIBIT B

That certain private road known as Cypress Way being a portion of Lots 1 through 7 and 13 of Block 8 and of Tracts B, C and D as shown on "Holiday Hideaway No. 1" as per plat recorded in Volume 8 of plats, pages 36 through 42, inclusive, records of Skagit County, Washington.

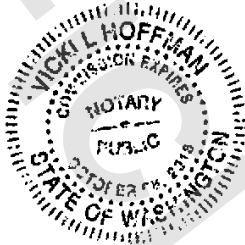
STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of SKAGIT }

On this day personally appeared before me RON WOLDEN AND
DORICE WOLDEN to me known
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged
 that THEY signed the same as THEIR free and voluntary act and deed, for the uses and
 purposes therein mentioned.

GIVEN under my hand and official seal this 20TH day of MARCH, 2012.



Vicki L. Hoffman
 Notary Public in and for the State of Washington
 Residing at ANACORTES

My appointment expires 10-8-13

STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of }

On this day personally appeared before me _____ to me known
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged
 that _____ signed the same as _____ free and voluntary act and deed, for the uses and
 purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

 Notary Public in and for the State of Washington
 Residing at _____

My appointment expires _____