Authentisign ID: 9E2DED4E-A3C8-F111-BF5B-000D3A4FF82A

RMN 10/15/26

PRN 10/15/26

UNITED PACIFIC MORTGAGE CORP.

ACKNOWLEDGEMENT OF ROAD MAINTENANCE AGRELMENT

REFERENCE IS MADE TO THE FOLLOWING DOCUMENT WHICH IS ATTACHED HERETO AND MADE A PART HEREOF: ROAD MAINTENANCE AGREEMENT RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 8102170188 AND DATED OCTOBER 16, 1980.

The undersigned purchasers/borrowers by their signatures below, hereby acknowledge amd accept their responsibility under the terms and conditions of the above referenced document. Said document contains provisions for the maintenance of the private road, and the cost thereof, serving the subject property.

ACKNOWLEDGED AND ACCEPTED BY:

Mark Howell Gattis 18 Nov 89
Purchaser/Borrower Mark Howell Gattis Date

Cheryl L. Gattis 11-18-89
Purchaser/Borrower Cheryl L. Gattis Date

8911280440

COMMONWEALTH LAND TITLE
89 NOV 23 PM 2:39

NOTARY'S ACKNOWLEDGEMENT:

STATE OF WASHINGTON,

COUNTY OF King

On this 18 day of November 1989, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Howell + Cheryl L. Gattis to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

Diane L Houle
Notary Public in and for the State of Washington
Residing at: Seattle

My Commission Expires: 3-19-90

8911280440 VOL. 2286 PAGE 0798

Authentisign ID: 9E2DED4E-A3C8-F111-BF5B-000D3A4FF82A

Recorded by Snohomish County Auditor, Kay D. Lytle, Auditor
OCT 10 1989 12:18

180

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between the undersigned owners of the following described real estate:

Lots 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the Plat of Taylor Heights, as per plat recorded in Volume 32 of Plats, pages 1 and 2, records of the Auditor of Snohomish County, Washington;

TOGETHER WITH Parcels 6a, 6b, 6c and 6d as per Short Plat # SP 324 (6-78) which is a subdivision of Lot 6 of the Plat of Taylor Heights, Snohomish County, Washington.

W I T N E S S E T H :

WHEREAS, the undersigned each have an ownership interest in one or more of the above described lots or parcels, which lots or parcels are each served by the access road located on Tract 13 (excluding the 416 foot Northeasterly spur) of the Plat of Taylor Heights; and

WHEREAS, said Tract 13 has been dedicated as public right-of-way by the Plat of Taylor Heights; but

WHEREAS, the access road located on Tract 13 has not been improved to Snohomish County standards nor accepted for maintenance by the County, and

WHEREAS, the undersigned desire to mutually provide for the maintenance of said access road for their joint use and benefit; NOW, THEREFORE,

IN CONSIDERATION of the mutual benefits to be derived, the parties hereto agree as follows:

1. The owner or owners of each and every lot or parcel described above hereby agree to be responsible for the repair and maintenance of the entire Tract 13 roadway, excluding the 416 foot Northeasterly spur. The maintenance responsibility for each lot shall begin and become active upon the construction of a residential dwelling thereon. Said maintenance responsibility, including any required costs, shall be equally divided and prorated between the owners of each actively responsible lot.

2. The road shall be maintained in a well drained, smooth and uniform surface condition which is free from defects which may render it unsafe or hazardous to normal automotive travel.

3. The need for road maintenance and the appropriate action required to provide that needed maintenance shall be determined by the owners of a majority of actively responsible lots. After completion of any work, copies of all bills and invoices verifying the amount of the assessments shall be sent to all affected property owners. If the assessment is not paid within 30 days thereafter, any person or persons who advance funds on behalf of the delinquent property owner shall be entitled to interest accruing at the rate of 12% per annum on

Mail to: Wm. T. Russell 8924 S.E. 45th Mercer Island, Wa. 98040

R102170188

8911280440

VOL. 2286 PAGE 0799

Authentisign ID: 9E2DED4E-A3C8-F111-BF5B-000D3A4FF82A

said advancement, and shall be entitled to recover court costs and reasonable attorney's fees if litigation is required for collection purposes.

4. In the event that the owners of a majority of actively responsible lots find that one or more property owners are responsible for causing unusual wear or damage to any portion of the road, all necessary repairs may be made and the costs thereof assessed to the account of the offending property owner or owners.

5. Any major capital improvements which may be required for the road must be approved by all parties who will share in the cost of such improvements.

6. This agreement shall become null and void at such time as Snohomish County may accept the road for maintenance.

7. This agreement shall be construed as a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 16th day of October, 1980.

Lot 3 Eileen O'Brien, John O'Brien H&W

Lot 4 Gene Price, Fern Price H&W

Lot 5 Josephine Gaston

Lots 6a, 6b, 6c, 6d Miriam J. Russell & Seattle-1st Natl. Bank as Co-Trustees
Miriam J. Russell, Vice President — James E. Stuck, Trust R.E. Officer

Lot 7 Wayne Rowland, Margaret Rowland H&W

Lot 9 Judith E. Adams H&W

Lot 8 [illegible] H&W

Lot 10 Robert H. Bradford, Margaret A. Bradford H&W

Lots 11, 12 [illegible] H&W

IRVC Ronda

RECORDED
1989 FEB 17 PM 3:06
DEPUTY

~~8902170108~~

8911280440

VOL. 2286 PAGE 0800

Recorded by Snohomish County Auditor, Henry B. Tyson, Auditor