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Skagit County Auditor
3/9/2015 Page

1 of

9 8:39AM

\$80.00

ROAD MAINTENANCE AGREEMENT

Grantor: (1) Barnet, David; (2) Barnet, Julie; (3) Sullivan, Michael; (4) Sullivan, Tina
Grantee: (1) Barnet, David; (2) Barnet, Julie; (3) Sullivan, Michael; (4) Sullivan, Tina
Legal Description: See page 7(Exhibits A and B)
PTN Lot 1 Rancho San Juan Del mar etal
Assessor's Tax Parcel No: P68416 and P32546

THIS AGREEMENT is entered into by and between **David Barnet** and **Julie Barnet**, husband and wife, hereafter referred to as "**Barnet**"; and **Michael Sullivan** and **Tina Sullivan**, husband and wife, hereafter referred to as "**Sullivan**" (collectively referred to as "Owner" or "Parties")

RECITALS

1. Barnet is the owner of a parcel of real estate located in Skagit County, Washington, commonly known as 11688 MCCORKLE PLACE, identified as Tax Parcel number P68416, which is hereafter designated as "**Parcel 1**," and which is hereafter specifically described on **Exhibit A** attached hereto.
2. Sullivan is the owner of a parcel of real property located in Skagit County, Washington, commonly known as 11679 MCCORKLE PLACE, identified as Tax Parcel number P32546, which is hereafter referred to as "**Parcel 2**" and which is specifically described on **Exhibit B** attached hereto.
3. Parcels 1 and 2 are served by a private roadway for ingress and egress from Marine Drive and Coronado Drive, commonly known as McCorkle Place. Attached as Exhibit C is a drawing for illustrative purposes showing the relative locations of Parcels 1 and 2, their tax parcel numbers and the location of

McCorkle Place.

4. Barnet and Sullivan desire to provide for the maintenance and improvement of McCorkle Place and a method for equitably sharing the cost of maintenance and improvement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION the parties hereto agree as follows:

1. McCorkle Place shall be subject to a perpetual, non-exclusive easement for ingress and egress granting access to the parties hereto and their occupants, agents, employees, guests, invitees, and service and emergency vehicles.
2. McCorkle Place shall be subject to a perpetual, non-exclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
3. McCorkle Place shall be maintained in good condition for driveway purposes and shall be maintained and improved in conformity with this Agreement.
4. The expense of future maintenance, repair, and improvement to McCorkle Place private roadway shall be borne equally among the Owners referenced herein. Based upon the foregoing, costs for repairs, maintenance and improvement to substantially the entire length of McCorkle Place (paving, for example) shall be paid 50% by the owners of Parcel 1, and 50% by the owners of Parcel 2.
5. Repairs and maintenance under this Agreement shall include, but is not limited to, filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining gates, drainage structures, removing debris, maintaining any signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.
6. Routine maintenance may be performed by the owner of any property covered by this Agreement and such owner may perform such maintenance at their own expense.
7. For maintenance or improvement to be performed when cost is to be shared by more than one owner, a property owner designated to perform such maintenance or improvement shall first give notice, in accordance with Section 13, to the other property owner along with the anticipated cost evidenced by no less than two (2) quotes from licensed contractors. Within seven (7) days of receipt of repair notice, the responding Owner shall either agree to the lowest

bid or submit an alternative bid for consideration.

8. In the event of an emergency, a party to this agreement shall attempt to reach the other owner(s) and request that the necessary repairs be completed immediately. If the party cannot reach the other owners, repairs not exceeding \$1,000.00 may be performed and the cost shall be paid or reimbursed based upon the proportionate shares of each property owner set forth above. For the purposes of this agreement, an "emergency" shall be defined as any obstacle which prevents complete passage of the roadway.
9. The Owners will exercise reasonable care in their use of McCorkle Place so as to cause no more than normal wear and tear on McCorkle Place. Any damage to McCorkle Place caused by an owner or his guests or invitees shall be promptly repaired by that property owner at their sole expense. If such property owner fails to repair any such damage caused by him, his guests, or invitees within 30 days of receipt of written request to do so, any other property owner or owners may make the repairs and the cost of doing so shall be the sole responsibility of the property owner responsible for the damage.
10. Rights and responsibilities set forth in this Agreement shall not be assignable by a property owner except to a subsequent owner upon sale of the property.
11. Nothing in this Agreement shall be construed as providing for maintenance, repair or improvement of any driveway that serves only an individual parcel and any such driveway shall be maintained solely by the owner of that parcel.
12. This Agreement may be amended by the unanimous written consent of the owners of Parcels 1 and 2.
13. Notices or other communications shall be mailed, postage prepaid to the Owner of Parcel 1 at the following address:

11688 McCorkle Place
Anacortes, WA 98221

or at such other place as Owner of Parcel 1 may from time to time designate by notice to Owner of Parcel 2.

Notices or other communications shall be mailed, postage prepaid to the Owner of Parcel 2 at the following address:

or at such other place as Owner of Parcel 2 may from time to time designate by notice to Owner of Parcel 1.

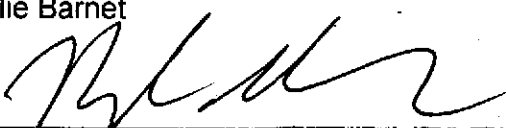
- UNRECORDED
14. Rights and responsibilities set forth in this Agreement shall be perpetual, shall run with the land and shall be binding on the heirs, successors and assigns of the owners of Parcels 1 and 2.
 15. In the event there is any dispute concerning questions of law or fact arising out of or relating to this Agreement, its performance or alleged breach, which is not disposed of by Agreement of the parties hereto, it is agreed that the parties will submit to voluntary arbitration that will be binding on all parties. Any claim or dispute shall be arbitrated pursuant to Revised Code of Washington Chapter 7.04A.
 16. If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees which shall be made part of any judgment or decree rendered.
 17. This Agreement contains the entire agreement between the parties hereto and shall be governed by and interpreted by the laws of the State of Washington.

David Barnet

Date

Julie Barnet

Date



Michael Sullivan

Date



Tina Sullivan

Date

Florida
STATE OF WASHINGTON
orange
COUNTY OF ISLAND

} ss.



I certify that I know or have satisfactory evidence that **David Barnet** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26 day of Feb, 2015.

Victoria A Potts
(Signature)

Victoria A. Potts
(Print Name)

NOTARY PUBLIC
My Appointment Expires: May 12, 2015

Florida
STATE OF WASHINGTON
orange
COUNTY OF ISLAND

} ss.



I certify that I know or have satisfactory evidence that **Julie Barnet** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26 day of Feb, 2015.

Victoria A Potts
(Signature)

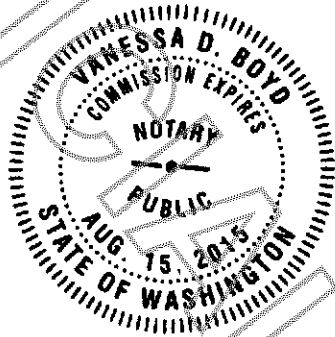
Victoria A Potts
(Print Name)

NOTARY PUBLIC
My Appointment Expires: May 12, 2015

STATE OF Washington)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that **Michael Sullivan** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20 day of February, 2015.



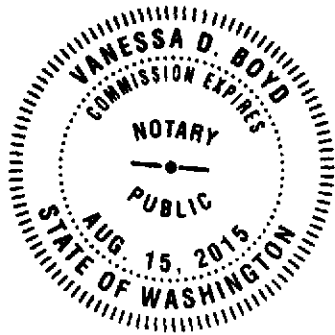
[Handwritten Signature]
(Signature)

Vanessa D Boyd
(Print Name)
NOTARY PUBLIC
My Appointment Expires: August 15, 2015

STATE OF Washington)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that **Tina Sullivan** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20 day of February, 2015.



[Handwritten Signature]
(Signature)

Vanessa D Boyd
(Print Name)
NOTARY PUBLIC
My Appointment Expires: August 15, 2015

Exhibit A

RANCHO SAN JUAN DEL MAR SUB-DIV 10, ACRES 0.42, LOT 1 AND THE NORTHWESTERLY 3 FEET OF LOT 2 (SAID NORTHWESTERLY 3 FEET OF LOT 2 LYING PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 1), "PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 28 AND 29, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOT 1 AND THE NORTHWESTERLY 3 FEET OF LOT 2 (SAID NORTHWESTERLY 3 FEET OF LOT 2 LYING PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 1), "PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 10", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 28 AND 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

End of Exhibit A

Exhibit B

ACRES 0.30, TAX 4: THAT PORTION OF LOT 1, SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF THE PUBLIC HIGHWAY WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF LOT 33 OF SUBDIVISION 1, RANCHO SAN JUAN DEL MAR; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PUBLIC HIGHWAY 140 FEET; THENCE NORTHEASTERLY ACROSS SAID HIGHWAY PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 33, 60 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG THE LINE OF SAID PUBLIC HIGHWAY A DISTANCE OF 30 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 33 A DISTANCE OF 225 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY A DISTANCE OF 120 FEET; THENCE IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING. TAX 4: THAT PORTION OF LOT 1, SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF THE PUBLIC HIGHWAY WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF LOT 33 OF SUBDIVISION 1, RANCHO SAN JUAN DEL MAR; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PUBLIC HIGHWAY 140 FEET; THENCE NORTHEASTERLY ACROSS SAID HIGHWAY PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 33, 60 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG THE LINE OF SAID PUBLIC HIGHWAY A DISTANCE OF 30 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 33 A DISTANCE OF 225 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY A DISTANCE OF 120 FEET; THENCE IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

End of Exhibit B

