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Document Title: ROAD MAINTENANCE AGREEMENT  
Grantors: Property Trio, LLC, a Washington Limited Liability Company  
Grantees: Property Trio, LLC, a Washington Limited Liability Company  
Legal Description: Tract A, Lot 1, Reserve Area 1 and Septic Area 1  
Lot 2, Reserve Area 2 and Septic Area 2, all a part of Skagit  
County Short Card No. PL-16-0146  
Parcel Nos.: P34475; P133643; P133646  
Reference No.: AF201703270114

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**ROAD MAINTENANCE AGREEMENT**

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THIS AGREEMENT is made and entered into by and between Property Trio, LLC, a Washington Limited Liability Company (hereinafter referred to as "Trio"); and,

WHEREAS, Trio is the owner of the following described real property:

Lots 1 and 2 together with Reserve Areas and Septic Areas as described in Skagit County Short Card No. PL-16-0146 approved on March 23, 2017 and recorded on April 3, 2017 under Auditor's File No. 201703270114 records of Skagit County, Washington.

(hereinafter referred to as "Trio Property"); and,

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WHEREAS, Trio is also the owner of the following described real property:

Tract A, Skagit County Short Card No. PL-16-0146 recorded under Auditor's File No. 201703270114 records of Skagit County, Washington.

(hereinafter referred to as "the Driveway Property");

WHEREAS, the entire Driveway Property is burdened by a 20-foot wide Non-Exclusive Easement for Ingress, Egress, and Utilities for the benefit of the Trio Property. That easement was established pursuant to the Skagit County Short Card No. PL-16-0146 recorded under Auditor's File No. 201703270114. The Driveway Property is hereinafter designated as the "Servient Estate" and the Trio Property is the "Benefitted Property."

WHEREAS, it is intended that the owners of the Trio Property share in expenses for the ongoing maintenance and repair of the Servient Estate on the following terms and conditions:

**1. Reaffirmation of Easement for Ingress, Egress and Utilities.**

The parties hereby reaffirm the 20-foot wide Non-Exclusive Easement for Ingress, Egress, and Utilities as created by Skagit County Short Card No. PL-16-0146 recorded under Auditor's File No. 201703270114 and that the perpetual easement benefits the Trio Property. Lots 1 and 2 of the Trio Property will each own an undivided one-half (  $\frac{1}{2}$  ) interest in Tract A.

**2. Construction and Maintenance Responsibilities.**

a. *Existing Standard.* The common driveway located within the Easement is approximately 20 feet wide with a gravel surface.

b. *Division of Maintenance Responsibilities.* Lot 1 and Lot 2 of the Trio Property shall each pay a one-half (  $\frac{1}{2}$  ) share in the future costs for the repair and maintenance of the existing driveway unless otherwise specified herein. "Future Costs" includes the payment of real estate taxes, and liability insurance premiums, if any.

c. *Utility Expenses.* The owner of a benefitted property requesting an extension and/or construction of utilities through the easement shall pay for all costs extending utilities to their property. The utilities shall be required to be constructed underground. The parties shall be responsible to restore the easement/driveway to the condition that existed prior to installing utilities. The owners of Lots 1 and 2 may share in the cost to extend utility lines upon the mutual agreement of the owners of Lots 1 and 2.

d. *Other Expenses.* The owners of Lots 1 and 2 shall be obligated to equally share in the payment of real estate taxes when due, insurance premiums, if any, and any other costs attributable to Tract A.

e. *Improvement.* An owner who wishes to either change the existing surface of the driveway from gravel to paved or asphalt, or to increase the width of the existing driveway, will be responsible to pay all costs required to change existing specifications of the driveway unless there is unanimous agreement of the owners of Lots 1 and 2 to share in the costs of improving the driveway.

f. *Parking.* No one is permitted to park vehicles within the easement, provided however, construction vehicles undertaking maintenance or repair of the driveway or extending or repairing utilities may park in the driveway while performing the work.

g. *Decisions.* Any decisions to expend funds for shared maintenance of the driveway shall be approved prior to the work being performed by the owners of Lots 1 and 2 of the Trio Properties unless it is the annual authorized expense described in Section 3 herein. In the event that the two owners cannot reach a decision to either the extent, timing, or costs for the repairs, the owners shall select an Arbitrator that is mutually acceptable to both owners with appropriate knowledge of such work to make the decision. The Arbitrator's decision shall be final and binding on both owners. The cost of arbitration shall be divided equally between the two owners.

### 3. Maintenance / Enforcement.

An annual authorized maintenance does not require preapproval of the two owners. However, the two owners must reach an agreement on the cost for the work. The annual authorized maintenance is defined to be the installing of gravel on the

existing driveway where needed, and grading the driveway so that it is free of chuckholes. Estimates for work shall be provided to both parties before the work is commenced. In the event that the maintenance expense is approved by either agreement of the parties or by arbitration, the expense shall be required to be immediately paid on the date the Contractor requires payment. Furthermore, the owners are obligated to pay all real estate taxes when due, insurance premiums or any other expenses attributable to Tract A. No preauthorization from the owners is required in order to pay these costs.

**4. Attorney's Fees.**

In the event that expenses are not paid when due, the non-defaulting owner shall have the right to initiate legal action for payment and indemnification from the defaulting owner. Any judgment obtained shall include an award of reasonable attorney's fees, together with any costs of suit.

**5. Interest Rate.**

All expenses regarding road maintenance or taxes or other costs are due without demand and shall accrue interest at the rate of twelve (12%) percent from the due date.

**6. Reserve Account.** The two owners may establish a maintenance account and authorize an annual sum certain, based on the annual maintenance costs and other costs, to be deposited by each owner.

**7. Non-Use.**

No owner may waive or otherwise escape liability for costs associated with construction or maintenance by non-use of the easement road by abandonment of one of the lots.

**8. Damages.**

The owner shall be solely responsible to pay for any damages caused to the driveway by that owner, his agents, employees or contractors.

9. **Successors and Assigns.**

This agreement shall be construed as a covenant running with the land and shall be binding on heirs, successors and assigns.

10. **Non-Merger.**

Common ownership of the Trio Property and Driveway Property by the same owner or owners shall not merge or extinguish the terms of this Road Maintenance Agreement or the easement.

11. **Amendment.**

This agreement shall not be amended unless executed in writing by the owners of the Trio Property and recorded with the Skagit County Auditor's Office.

12. **Severability.**

In the event any portion or clause of this agreement shall be deemed void, the remainder of this agreement shall remain in full force and effect.

13. **Effect.**

This agreement supersedes any other prior recorded road maintenance agreement.

14. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Heather Schuh** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of Trio Property LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-15-18

**SCOTT C. DEGRAW**  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires May 30, 2022

NOTARY PUBLIC, in and for the State of  
Washington, residing at: Sealro-Woolley  
Printed Name: Scott DeGraw  
My Commission expires: 5-30-2022

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Brandon Schuh** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Trio Property LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-15-2018

**SCOTT C. DEGRAW**  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires May 30, 2022

NOTARY PUBLIC, in and for the State of  
Washington, residing at: Sealro-Woolley  
Printed Name: Scott DeGraw  
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