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08/23/2022 09:51 AM Pages: 1 of 21 Fees: \$223.50
Skagit County Auditor

Return Address:

Eric D. Warner
12930 Magnolia Lane
Mount Vernon, WA 98273

**ROAD MAINTENANCE AGREEMENT
(Magnolia Lane)**

GRANTORS: VICTORIA A. SORENSEN, as her separate estate;
ERIC D. AND MANDY L. WARNER, husband and wife;
PAUL F. AND LISA KLEIN, husband and wife;
BRET A. AND KRISTIN J. MOULTON, husband and wife; and
KENNETH F. AND DONNA E. JOHNSON, TRUSTEES, THE KENNETH
AND DONNA JOHNSON REVOCABLE TRUST AGREEMENT, dated
May 31, 2013

GRANTEES: VICTORIA A. SORENSEN, as her separate estate;
ERIC D. AND MANDY L. WARNER, husband and wife;
PAUL F. AND LISA KLEIN, husband and wife;
BRET A. AND KRISTIN J. MOULTON, husband and wife; and
KENNETH F. AND DONNA E. JOHNSON, TRUSTEES, THE KENNETH
AND DONNA JOHNSON REVOCABLE TRUST AGREEMENT,
dated May 31, 2013

LEGAL DESCRIPTION (abbreviated): SE QTR, SEC 02, T 34, R 04
(See attached Exhibits A-1 through A-5)

ASSESSORS TAX PARCEL NOS.: 4143-007-002-0045 (Sorensen) P75042
4143-007-001-0004 (Warner) P75037
4143-005-002-0031 (Klein) P75025
4143-006-001-0105 (Moulton) P90159
4143-006-008-0025 (Johnson) P75036

REFERENCE: Recorded Title Deeds of Record With Easements at Magnolia Lane:
AFN 201103220075 (Sorensen)
AFN 201410080099 (Warner)
AFN 9311240115 (Klein)
AFN 201805290159 (Moulton)
AFN 201306070114 (Johnson)

This *Road Maintenance Agreement* ("Agreement") is made effective upon the last date of signature below and is entered into by and between:

- VICTORIA A. SORENSEN, as her separate estate (hereinafter "Sorensen");
- ERIC D. AND MANDY L. WARNER, husband and wife (hereinafter "Warner Family");
- PAUL F. AND LISA KLEIN, husband and wife (hereinafter "Klein Family");
- BRET A. AND KRISTIN J. MOULTON, husband and wife (hereinafter "Moulton Family");
- and
- KENNETH F. AND DONNA E. JOHNSON, TRUSTEES, THE KENNETH AND DONNA JOHNSON REVOCABLE TRUST AGREEMENT, dated May 31, 2013 (hereinafter "Johnson Trust"),

their respective heirs, successors and/or assigns, together referred to herein as the "parties."

WHEREAS, the parties share an existing, improved, common private roadway known by the parties and referenced on various maps and surveys as "Magnolia Avenue," "Magnolia Lane" or "Magnolia Street," (hereinafter "Magnolia Lane");

WHEREAS, Sorensen, the Warner Family, the Klein Family, the Moulton Family and the Johnson Trust each respectively own residential property within a neighborhood located within rural unincorporated Skagit County, with non-exclusive, perpetual rights of ingress, egress and utilities to and from their respective ownerships, as legally described in their respective title deeds of record, over a non-exclusive, perpetual easement first described within the *Plat of Park Addition to Clear Lake*, recorded at Skagit County Auditor's Vol. 4, Page 39 (approved circa 1925), referenced therein as "Magnolia Lane" and subsequently redefined through various deeds;

WHEREAS, the parties now desire to enter into certain agreements herein for the long-term care and maintenance of the existing, improved Magnolia Lane, for their mutual benefit and preservation of their respective easement rights;

WHEREAS, Victoria A. Sorensen is the sole owner of the real property known as Assessor's Tax Parcel No. 4143-007-002-0045 (Property ID No. 75042), legally described in the deed referenced in Exhibit A-1, attached hereto and incorporated herein by reference, and referred to hereinafter as "Lot A" or the "Sorensen Property," located at 12964 Magnolia Lane, Mount Vernon, WA 98273;

WHEREAS, the Warner Family are the sole owners of the real property known as Assessor's Tax Parcel No. 4143-007-001-0004 (Property ID No. 75037) legally described in the deed referenced in Exhibit A-2, attached hereto and incorporated herein by reference, and referred to hereinafter as "Lot B" or the "Warner Property," located at 12930 Magnolia Lane, Mount Vernon, WA 98273;

WHEREAS, the Klein Family are the sole owners of the real property known as Assessor's Tax Parcel No. 4143-005-002-0031 (Property ID No. 75025), legally described in the deed referenced in Exhibit A-3, attached hereto and incorporated herein by reference, and referred to hereinafter as "Lot C" or the "Klein Property," located at 12882 Magnolia Lane, Mount Vernon, WA 98273;

WHEREAS, the Moulton Family are the sole owners of the real property known as Assessor's Tax Parcel No. 4143-006-001-0105 (Property ID No. 90159), legally described in the deed referenced in Exhibit A-4, attached hereto and incorporated herein by reference, and referred to hereinafter as "Lot D" or the "Moulton Property," located at 12883 Magnolia Lane, Mount Vernon, WA 98273;

WHEREAS, the Johnson Trust are the sole owners of the real property known as Assessor's Tax Parcel No. 4143-006-008-0025 (Property ID No. 75036), legally described in the deed referenced in Exhibit A-5, attached hereto and incorporated herein by reference, and referred to hereinafter as "Lot E" or the "Johnson Property;"

WHEREAS, Lots A, B, C, D, and E, legally described in Exhibit A hereto, are all adjacent to Magnolia Lane;

WHEREAS, the parties now enter into this Agreement for the purposes of allocating the costs and responsibilities for periodic maintenance of Magnolia Lane presently and into the future in perpetuity;

NOW, THEREFORE, for valuable consideration of Ten Dollars (\$10.00), the reciprocal agreements contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Each of the recitals above is hereby incorporated into all sections of this Agreement as though fully set forth as a term and condition of the Agreement.
2. This Agreement is subject to other prior easements and encumbrances of record and, to the extent not in direct conflict with the terms and conditions of this Agreement, shall be interpreted in a manner consistent with the recorded deeds referenced in Exhibits A-1 through A-5, herein. In the event this Agreement imposes rights and obligations in conflict with those interpreted in the prior deeds, the provisions of this Agreement shall control and supersede the conflicting provisions in other deeds or documents affecting title to any of the lots in Exhibits A-1 through A-5. Upon taking effect, this Agreement will be recorded with the Skagit County Auditor.
3. The terms, conditions, rights and obligations herein shall be perpetual and run with the land, to the benefit of each of the parties and their respective heirs, successors and/or assigns.
4. As referred to in this Agreement, "Magnolia Lane" is understood by each party to be that entire roadway as it exists on the date this Agreement was signed. An illustration showing the approximate location of Magnolia Lane in relation to the parcels owned by each party is attached hereto as Exhibit B, and incorporated herein by reference in its entirety.
5. This Agreement does not grant any party rights of ingress, egress or use of any portion of another party's property outside of the limits of Magnolia Lane, with the exception of the temporary construction rights set forth below which are intended to be for a limited purpose and period of time as described therein..
6. This Agreement is not intended to and does not alter in any way any of the rights of

ingress, egress or utilities of any party pre-dating the effective date of this Agreement, or otherwise coming into existence under law, except for the additional road maintenance rights and obligations expressly set forth herein. This Agreement is solely intended to describe and allocate each party's rights and responsibilities for maintenance and repair of Magnolia Lane as shown on Exhibit B. Nothing herein gives any party the right to extend rights of ingress, egress or utilities to any third party.

7. The parties agree to jointly and equally share in the regular maintenance of Magnolia Lane in good repair, including drainage, surfacing and sealing of the asphalt surface at the time of the effective date of this Agreement and thereafter at least once every four (4) years on the anniversary of this Agreement, according to a timeline and cost estimate agreed to and signed by all of the parties, prior to the commencement of any work for which the cost is equally shared.
8. By mutual written agreement, the parties may agree to postpone the required four-year maintenance, provided the postponement is to a date certain and is not indefinite.
9. Nothing in this Agreement prevents the parties from: performing the work in one of the following ways:
 - (a) individually at their own expense;
 - (b) jointly among some but not all of the parties, under a separate agreed-upon formula for sharing or compensating for labor and materials; or
 - (c) by all parties on a maintenance schedule more frequent than the schedule required by this Agreement, if the alternate schedule is agreed to in a writing signed by all parties;

PROVIDED that the work shall comply with the following:

- 9.1 For all projects, the work is done in a workmanlike manner and is consistent with the terms and conditions herein;
 - 9.2 For all projects, the construction period will not last for more than three weeks;
 - 9.3.1 For any projects conducted under 9(a) or 9(b), above, blockages of any party's driveway shall not last continuously for more than two hours without half-hour breaks reasonably necessary to allow the blocked party to enter or exit their driveway at time that is convenient to them during the break; and
 - 9.3.2 For projects by all parties under 9(c), the work and breaks for driveway access shall take place for periods of time agreed to by the parties in writing as part of the project approval.
10. In the event the parties do not sign an agreement in advance as to the timeline or cost for Magnolia Lane maintenance, no party shall be required to compensate the other party for maintenance, until a final decision is issued by the Mediator pursuant to the following paragraph (Dispute Resolution). The parties herein agree to work together in good faith to reach agreement on all aspects of the road maintenance described herein, including exchange of written proposals and due consideration of counter-proposals, prior to initiating dispute resolution. Failure of a party to take this step in advance of

dispute resolution shall bar that party from being awarded their attorneys fees and costs pursuant to the following paragraph.

11. **Dispute Resolution/Attorneys Fees/Liens.**

This provision affects the legal rights of the parties, contains lien provisions, and should be reviewed carefully prior to signing. In the event the parties cannot reach agreement, a party may serve another party thirty (30) days written notice of an intent to maintain Magnolia Lane, by Certified U.S. Mail, Return Receipt Requested, at the receiving party's place of residence, and provide a timeline and cost estimate. The notice shall describe the proposed maintenance and cost with particularity, including itemization of the total cost for each party and a demand for payment by a date certain, not to exceed one half of that party's cost prior to commencement of the work. At the end of the thirty (30) days (hereinafter "the 30-day waiting period"), the performing party may then proceed with the proposed maintenance. Any non-performing party shall be liable for one fifth of the cost of the maintenance described in that written notice. A performing party may, at its sole discretion, record a real property lien on the lot of any non-performing party for a contribution that remains unpaid within thirty days of being notified of the completion of the work (the "30-day payment period"). The 30-day payment period shall commence upon the mailing of a second notice to the non-performing party in the manner of the first notice, above. **By signing this Agreement, a non-performing party waives any objection to the recording of such lien.** In the event the non-performing party objects in writing within the 30-day waiting period, served on the other performing parties via U.S. Mail, Certified Return-Receipt Requested prepaid (the "objection notice"), the parties agree to hire a mutually acceptable mediator within fifteen (15) days of the objecting party's response. The mediator shall decide whether the proposed maintenance, timeline and cost are reasonable in light of this Agreement. The decision of the Mediator shall be final without right of appeal. In the event the parties cannot agree upon a mediator or the mediator's estimated fees in advance, each party shall select a mediator at the selecting party's sole expense (or join with another party in selecting a mediator to speak for them); the selected mediators shall confer and select the Mediator and set appropriate fees. By signing this Agreement, each party hereby agrees to sign the selected mediator's fee agreement and to pay the mediator twenty percent (20%) of the mediator's fee. **If a party fails to sign the mediator agreement as required herein that party shall be liable for one hundred percent (100%) of the cost of the mediator, the other parties may pay the fee and then lien the non-performing party for that cost in addition to or as part of the lien described above.** In the event one of the parties does not take steps reasonably necessary to select a mediator in the manner described herein so that the parties may obtain a binding mediation decision within three (3) months from the date of the objection notice, any other party shall have the right to seek specific performance and the venue shall be the Skagit County Superior Court, or if required the Skagit County District Court. The substantially prevailing party or parties in any stage of this Dispute Resolution process shall be entitled to their

reasonable attorney's fees and costs, incurred through the enforcement of this Agreement at court, which shall be paid by the party or parties that does/do not substantially prevail, subject to the fee and cost provisions enunciated, above, concerning the process for selection of a Mediator, only. Nothing herein shall prevent the parties from settling their differences prior to the conclusion of mediation or court action, provided the settlement is in writing, signed by parties in contest, and a copy is provided to each of the parties at their place of residence via U.S. Mail U.S. Mail, Certified Return-Receipt Requested prepaid.

12. **Repair and Installation of Utilities.** In the event one party's use of Magnolia Lane or installation of utilities contributes to any unusual damage and degradation of Magnolia Lane, that party shall be solely responsible for repair of Magnolia Lane to a level reasonably comparable to its condition immediately prior to the damage. Restoration shall be completed no later than ten (10) calendar days following the disturbance, weather permitting. Disputes over compliance with this paragraph shall be resolved in the same manner set forth in the preceding Dispute Resolution paragraph. Any party installing utilities or conducting other work likely to disrupt another party's use and enjoyment of Magnolia Lane shall make a good faith attempt to schedule the work during periods of dry weather and shall provide the other parties with hand delivered written notice ten (10) days in advance of the work, specifying the exact dates and times when Magnolia Lane will not be usable and disruptions will occur, so that the other parties may remove vehicles that need to depart through Magnolia Lane at the time of the work disruption; the notification shall be by hand delivery and also Certified U.S. Mail, Return Receipt Requested, at the receiving party's place of residence. Disruptions of power for the benefit of a private party's work shall not last more than one hour over any 24-hour period. No one party shall deprive the other parties from their ingress or egress from Magnolia Lane for more than four hours in a single 24-hour period, unless otherwise agreed to by all of the parties in writing or otherwise authorized by law.
13. **Indemnification.** Each party respectively (the "indemnifying party") hereby agrees to indemnify, defend, and hold harmless the other party or parties (the "indemnified party/parties"), including the award of reasonable attorney's fees and costs, from and against any and all loss or damage which the indemnified party/parties may suffer as a result of any loss, claim, demand, liability or property damage resulting from or arising from use of or maintenance of Magnolia Lane pursuant to this Agreement by the indemnifying party, its invitees, contractors, agents, representatives, tenants, lessees, heirs, successors, and/or assigns, PROVIDED, the indemnified party is not entitled to compensation or indemnification for loss, claim, demand, liability or property damage resulting from its own negligence.
14. **Amendment.** This Agreement may be amended at any time only by the signed, mutual written agreement of each of the parties, which amendment shall take effect on the date of the last-obtained signature. Amendments shall not be binding upon heirs, successors in interest, and/or assigns unless they were signed by all parties, notarized, and recorded with the Skagit County Auditor as an amendment to this Agreement.

15. **Authorization to Sign.** Each of the signatories to this Agreement warrants that they are the lawful owners of record of their respective lot and have authority to encumber their real property with the terms and conditions of this Agreement. No party's respective occupant (other than a party), tenant, or lessee may execute any of the written authorizations or amendments required or authorized by this Agreement on behalf of a party, unless that tenant or lessee attaches to the writing a valid power of attorney from one of the parties, effective as of the date of the writing.
16. **Agreement Freely Negotiated.** Prior to their signature below, each party has had an adequate opportunity to review each and every provision of this Agreement and to submit the same to legal counsel for review and advice. Based on the foregoing, the rule of construction, if any, that a contract be construed against the drafter shall not apply to interpretation or construction of this Agreement.
17. **Limitations.** Nothing herein is intended to grant rights to third parties or to any municipality or utility.
18. **Severance of Provisions.** Invalidation of any one of the covenants set forth herein by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the maintenance of Magnolia Lane and supersedes all oral and written prior agreements and understandings between the parties concerning the terms and conditions herein.
20. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to the Dispute Resolution procedures herein, venue shall be in the Skagit County Superior Court or, if jurisdiction requires, in the Skagit County District Court.
21. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement. Separate signature pages are provided for each party, below.
22. **Effective Date.** This Agreement shall be effective upon the date of the last signature below.

[Signatures on following pages.]

IN AGREEMENT:

SORENSEN

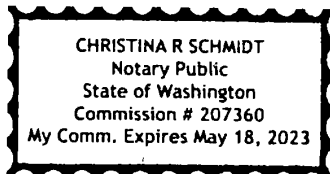
Victoria A. Sorensen
VICTORIA A. SORENSEN

8/19/22
Date

STATE OF Washington)
)SS
COUNTY OF Sagit)

On this day appeared personally before me Victoria A. Sorensen to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this 19th day of August, 2022.



Christina R. Schmidt

NOTARY PUBLIC in and for the state of WA

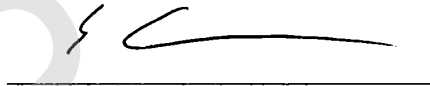
residing at Sedro-Woolley

My Commission Expires May 18, 2023

Christina R. Schmidt
PRINTED name of Notary Public

IN AGREEMENT:

WARNER FAMILY



ERIC D. WARNER

8/19/22

DATE



MANDY L. WARNER

8/19/22

DATE

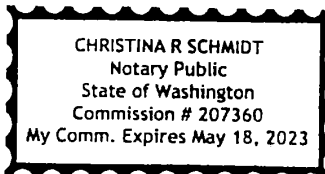
STATE OF Washington)
)SS
COUNTY OF Skaagit)

On this day appeared personally before me Eric and Mandy Warner to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this 19th day of August, 2022.

NOTARY PUBLIC in and for the state of WAresiding at Sedro-WoolleyMy Commission Expires May 18, 2023

PRINTED name of Notary Public

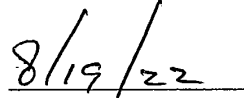


IN AGREEMENT:

KLEIN FAMILY



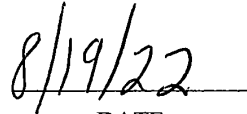
PAUL F. KLEIN



DATE



LISA KLEIN


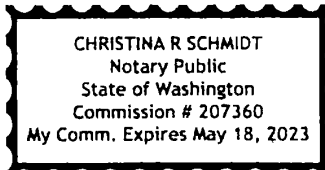


DATE

STATE OF Washington)
COUNTY OF Skagit)SS

On this day appeared personally before me Paul and Lisa Klein to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this 19th day of August, 2022.

NOTARY PUBLIC in and for the state of WAresiding at Sedro-WoolleyMy Commission Expires May 18, 2023
PRINTED name of Notary Public

IN AGREEMENT:

MOULTON FAMILY

Bret A. Moulton

BRET A. MOULTON

08/19/2022

DATE

Kristin J. Moulton

KRISTIN J. MOULTON

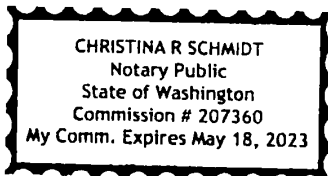
08/19/22

DATE

STATE OF Washington)
)SS
COUNTY OF Skagit)

On this day appeared personally before me Bret and Kristin Moulton to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed and sealed the said instrument as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this 19th day of August, 2022.

Christina R. SchmidtNOTARY PUBLIC in and for the state of WAresiding at Sedro-WoolleyMy Commission Expires May 18, 2023

Christina R. Schmidt
PRINTED name of Notary Public

IN AGREEMENT:

JOHNSON TRUST (Page One)

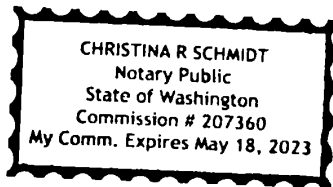
Kenneth F. JohnsonKENNETH F. JOHNSON, TRUSTEE,
THE KENNETH AND DONNA JOHNSON
REVOCABLE TRUST AGREEMENT,
dated May 31, 2013Aug-19-22

DATE

STATE OF Washington)
)SS
COUNTY OF Skagit)

On this day appeared personally before me Kenneth F. Johnson to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they had authority and did sign as trustee for the *Kenneth and Donna Johnson Revocable Trust Agreement dated May 31, 2013*, as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

GIVEN under my hand and official seal this 19th day of August, 2022.

Christina R. SchmidtNOTARY PUBLIC in and for the state of WAresiding at Sedro-WoolleyMy Commission Expires May 18, 2023Christina R. Schmidt
PRINTED name of Notary Public

IN AGREEMENT:

JOHNSON TRUST (Page Two)

Kenneth F. Johnson8-19-22(Print Name: KENNETH F. JOHNSON TTEE DATE

Successor trustee to

DONNA E. JOHNSON, TRUSTEE,

THE KENNETH AND DONNA JOHNSON

REVOCABLE TRUST AGREEMENT,

dated May 31, 2013

STATE OF Washington)
)SS
COUNTY OF Skagit)

On this day appeared personally before me Kenneth F. Johnson ^{Trustee} to me known as the person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they had authority and did sign as trustee for the *Kenneth and Donna Johnson Revocable Trust Agreement dated May 31, 2013*, as his/her/their own free and voluntary act and deed, for the uses and purposes herein stated.

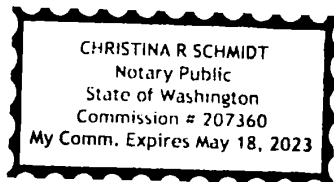
GIVEN under my hand and official seal this 19th day of August, 2022.Christina R. SchmidtNOTARY PUBLIC in and for the state of WAresiding at Sedro-WoolleyMy Commission Expires May 18, 2023Christina R. Schmidt
PRINTED name of Notary Public

EXHIBIT A-1

Legal Description from Deed for **Sorensen Property**, "Lot A" herein,
Recorded at Skagit County Auditor's File No. 201103220075

Schedule "C"
Legal Description

PARCEL A:

Lot 2, Block 7, TOGETHER WITH the South 123 feet of Lot 1 of Block 7; TOGETHER WITH the West 11 feet of that portion of vacated Magnolia Avenue lying South of the Easterly extension of the North line of the South 123 feet of said Lot 1; all in Plat of Park Addition to Clear Lake, Wash., according to the plat thereof, recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington.
Situating in Skagit County, Washington.

PARCEL B:

An easement for road and utility purposes over, under and through a 60 foot wide strip of land and a 90 foot diameter cul-de-sac, the centerline of which is described as follows:
Beginning at the Southeast corner of the West 1 foot of Lot 8, Block 8;
thence North parallel with Magnolia Avenue to the Northeast corner of the West 1 foot of the South 180 feet of Lot 8, Block 6, which point is the terminus of the centerline of said 60 foot wide easement and which point is the center point of the 90 foot diameter cul-de-sac; all in Plat of Park Addition to Clear Lake, according to the plat thereof recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington.

Situating in Skagit County, Washington.

EXHIBIT A-2

Legal Description from Deed for **Warner Family Property**, "Lot B" herein,
Recorded at Skagit County Auditor's File No. 201410080099

PARCEL "A":

The South 180 feet of Lot 2 of Block 5; TOGETHER WITH that portion of vacated Day Street lying Southerly of said Lot 2; TOGETHER WITH Lot 1 of Block 7 EXCEPT the South 123 feet thereof; TOGETHER WITH that portion of the West 26 feet of vacated Magnolia Street lying South of the Easterly extension of the North line of the South 180 feet of said Lot 2 and North of the Easterly extension of the North line of the South 123 feet of said Lot 1; TOGETHER WITH that portion of the East feet of the West 26 feet of vacated Magnolia Street lying South of the Easterly extension of the North line of the South 123 feet of said Lot 1:

ALL IN "PLAT OF PARK ADDITION TO CLEAR LAKE, WASH.," as per plat recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "A.1":

An easement for road and utility purposes over, under and through a 60 foot wide strip of land and a 90 foot diameter cul-de-sac, the centerline of which is described as follows:

Beginning at the Southeast corner of the West 1 foot of Lot 8, Block 8;
thence North parallel with Magnolia Avenue to the Northeast corner of the West 1 foot of the South 180 feet of Lot 8, Block 6, which point is the terminus of the centerline of said 60 foot wide easement and which point is the center point of the 90 foot diameter cul-de-sac; all in "PLAT OF PARK ADDITION TO CLEAR LAKE, WASH.," as per plat recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT A-3

Legal Description from Deed for Klein Family Property, "Lot C" herein,
Recorded at Skagit County Auditor's File No. 9311240115

Lot 1, Block 5; together with Lot 2, Block 5; EXCEPT the South 180 feet thereof; TOGETHER WITH those portions of the South 1/2 of vacated Pringle Street lying West of the Northerly extension of the East line of the West 1 foot of Lot 1, Block 6; TOGETHER WITH that portion of vacated Magnolia Avenue lying South of the centerline of Pringle Street and North of the Easterly extension of the North line of the South 180 feet of Lot 2, Block 5; TOGETHER WITH the West 1 foot of Lot 1, Block 6; TOGETHER WITH the West 1 foot of Lot 8, Block 6; TOGETHER WITH the West 1 foot of that portion of vacated Day Street lying East of Magnolia Avenue; TOGETHER WITH the West 1 foot of Lot 1, Block 8; TOGETHER WITH the West 1 foot of Lot 8, Block 8; TOGETHER WITH the East 14 feet of that portion of vacated Magnolia Avenue lying South of the Easterly extension of the North line of the South 180 feet of Lot 2, Block 5; all in the plat of Park Addition to Clear Lake recorded in Volume 4 of Plats at Page 39.

A non-exclusive easement for road and utility purposes over, under and through a 60 foot wide strip of land and a 90 foot diameter cul-de-sac, the centerline of which is described as follows:

Beginning at the Southeast corner of the West 1 foot of Lot 8 of Block 8; thence North parallel with Magnolia Avenue to the Northeast corner of the West 1 foot of the South 180 feet of Lot 8 of Block 6, which point is the terminus of the centerline of said 60 foot wide easement and which point is the center point of the 90 foot diameter cul-de-sac; all in the plat of "PARK ADDITION TO CLEAR LAKE", recorded in Volume 4 of Plats at Page 39, records of Skagit County, Washington.

EXHIBIT A-4

Legal Description from Deed for **Moulton Family Property**, "Lot D" herein,
Recorded at Skagit County Auditor's File No. 201805290159

PARCEL A:

THE WEST 42 FEET OF LOT 2, BLOCK 6:

TOGETHER WITH LOT 1, BLOCK 6; EXCEPT THE WEST 1 FOOT THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF VACATED PRINGLE STREET LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 42 FEET OF SAID LOT 2 AND EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1 FOOT OF SAID LOT 1:

TOGETHER WITH THE WEST 42 FEET OF LOT 7, BLOCK 6; EXCEPT THE SOUTH 180 FEET THEREOF;

TOGETHER WITH LOT 8, BLOCK 6; EXCEPT THE SOUTH 180 FEET THEREOF; AND EXCEPT THE WEST 1 FOOT THEREOF:

TOGETHER WITH THE EAST 15 FEET OF THE WEST 16 FEET OF THE SOUTH 180 FEET OF LOT 8, BLOCK 6;

TOGETHER WITH THE EAST 15 FEET OF THE WEST 16 FEET OF THAT PORTION OF VACATED DAY STREET LYING EAST OF MAGNOLIA AVENUE:

TOGETHER WITH THE EAST 15 FEET OF THE WEST 16 FEET OF LOT 1, BLOCK 8;

TOGETHER WITH THE EAST 15 FEET OF THE WEST 16 FEET OF LOT 8, BLOCK 8; ALL IN PLAT OF PARK ADDITION TO CLEAR LAKE. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS. PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND THROUGH A 60 FOOT WIDE STRIP OF LAND AND A 90 FOOT DIAMETER CUL-DE-SAC, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1 FOOT OF LOT 8, BLOCK 8; THENCE NORTH PARALLEL WITH MAGNOLIA AVENUE TO THE NORTHEAST CORNER OF THE WEST 1 FOOT OF THE SOUTH 180 FEET OF LOT 8, BLOCK 6, WHICH POINT IS THE TERMINUS OF THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT AND WHICH POINT IS THE CENTER POINT OF THE 90 FOOT DIAMETER CUL-DE-SAC; ALL IN PLAT OF PARK ADDITION TO CLEAR LAKE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY. WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT A-5

Legal Description from Deed for **Johnson Trust Property**, "Lot E" herein,
Recorded at Skagit County Auditor's File No. 201306070114

PARCEL "A":

Those portions of the "PLAT OF PARK ADDITION TO CLEAR LAKE,
WASH.", as per plat recorded in Volume 4 of Plats, page 39, records of Skagit
County, Washington, described as follows:

The South 180 Feet of the West 42 Feet of Lot 7, Block 6;

TOGETHER WITH the South 180 Feet of Lot 8, Block 6, EXCEPT the West 16
Feet thereof;

AND ALSO TOGETHER WITH that portion of vacated 'Day Street' lying East of
the Southerly extension of the East line of the West 16 Feet of Lot 8, Block 6 AND West of the
Southerly extension of the East line of the West 42 Feet of Lot 7, Block 6;

AND ALSO TOGETHER WITH the West 42 Feet of Lot 2, Block 8, EXCEPT the
South 123 Feet, thereof;

AND ALSO TOGETHER WITH Lot 1, Block 8, EXCEPT the South 123 Feet
thereof, AND ALSO EXCEPT the West 16 Feet, thereof;

AND ALSO TOGETHER WITH the East 15 Feet of the West 31 Feet of the
South 123 Feet of Lot 1, Block 8;

AND ALSO TOGETHER WITH the East 15 Feet of the West 31 Feet of Lot 8,
Block 8;

Situate in the County of Skagit, State of Washington.

EXHIBIT A-5 (CONTINUED)

PARCEL "B":

An easement for road and utility purposes over, under and through a 60 foot wide strip of land and a 90 foot diameter cul-de-sac, the centerline of which is described as follows:

Beginning at the Southeast corner of the West 1 foot of Lot 8, Block 8; thence North parallel with Magnolia Avenue to the Northeast corner of the West 1 foot of the South 180 feet of Lot 8, Block 6, which point is the terminus of the centerline of said 60 foot wide easement and which point is the center point of the 90 foot diameter cul-de-sac, ALL. IN "PLAT OF PARK ADDITION TO CLEAR LAKE. WASHL." as per plat recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

ILLUSTRATION OF PARCELS AND EXISTING MAGNOLIA LANE

