

POOR ORIGINAL



202301040021

01/04/2023 11:32 AM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

HGS, LLC
Attn: Allison Reeves
6575 West Loop South, Suite 300
Houston, TX 77401

APNs:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement"), made and entered into this 1st day of August, 2022, (the "Effective Date") by and between Valley Bottom LLC, a Washington limited liability company (hereinafter the "Landowner"), and RES-RLH West Coast LLC, a California limited liability company ("RES-RLH");

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property located and situated in Skagit County, Washington commonly known as Skagit County Assessor's Parcel Number P23519 ("Property 1"); and

WHEREAS, RES-RLH is the owner of certain real property adjacent to Property 1 located and situated in Skagit County, Washington commonly known as Skagit County Assessor's Parcel Numbers P112374, P112375, P111844, P24368, P24366, P24349, P24186, P24135, P24133, P24132, P24123, P23532, P24513, P23501, P23499, P24342, and P24348 ("Property 2"), in the Land Records; and

WHEREAS, Landowner and RES-RLH have each agreed to the vacation of Lindegren Road as a Skagit County Road (the "Vacation"), as Lindegren Road does not serve any homes and is not considered a necessity to the public road system by the Skagit County Public Works Department; and

WHEREAS, Lindegren Road serves as the southern and northern boundary of Property 1 and Property 2, respectively; and

WHEREAS, Landowner and RES-RLH have agreed to a shared maintenance obligation between the parties after the Vacation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Landowner and RES-RLH enter into this agreement subject to the following terms and conditions:

1. Landowner and RES-RLH will share equally, 50/50 in the regular maintenance and upkeep of the private road, formerly Lindegren Road, that is the subject of the Vacation. Maintenance shall include periodic grading for use as a private driveway.
2. All work and associated costs to be incurred will only be commenced after having been mutually agreed upon by the parties named in this agreement, consent not to be unreasonably withheld.
3. Landowner and RES-RLH will share equally, 50/50 in the construction and installation of a gate and any necessary fencing to close Lindegren Road to public access once the Vacation is complete.
4. In the event that a party hereto, pursuant to the Agreement, causes damage beyond ordinary wear and tear to shared property, the party responsible for the damage shall cover all costs to repair shared property to former condition.
5. In the event that a party hereto, pursuant to this Agreement, performs work related to Paragraph 1 or Paragraph 2 hereof, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials and the like, the other party, its successors and assigns, shall reimburse the paying party, upon demand, within 30 days of receipt thereof for one-half of the costs incurred by the paying party hereunder.
6. The Landowner, its successors and assigns, shall indemnify and hold harmless RES-RLH, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against RES-RLH resulting from any construction or maintenance related to the obligations of this Agreement by the Landowner, its successors and assigns.
7. RES-RLH, its successors and assigns, shall indemnify and hold harmless the Landowner, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Landowner resulting from any construction or maintenance related to the obligations of this Agreement by RES-RLH, its successors and assigns.
8. This Agreement shall be recorded among the Land Records, shall constitute a covenant running with the title of Property 1 and Property 2 or equitable servitude, and shall be binding on the Landowner and RES-RLH, their administrators, executors, assigns, heirs and other successors in interest.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, intending to be legally bound, RES-RLH has executed this Agreement the day and year first above written.

RES-RLH West Coast LLC, a California limited liability company

By: [Signature]
Name: Timothy R DeGraff
Title: Managing Member
Date: 08/01/22

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento) ss

On August 1, 2022 before me, Laurie D. HuggCole, Notary Public (here insert name and title of the officer), personally appeared Tim DeGraff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laurie D. HuggCole

(Seal)

