



202303200055

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Skagit County Auditor

When recorded return to:

Craig Sjostrom
1204 Cleveland Ave.
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY Dena Thompson

DATE 3-20-23

EASEMENT MAINTENANCE AGREEMENT

Grantors : (1) Campbell 1 LLC
(2) Campbell 2 LLC

Grantee: The Public

Legal Description: Tracts 1 and 2 ROS 201709110228

Assessor's Property Tax Parcel or Account Nos.: P39548; P39549; P133765

Reference Nos of Documents Assigned or Released: 202303200053 ; 202303200054

THIS ROADWAY MAINTENANCE AGREEMENT, is made this 20th day of March, 2023 by and between Campbell 1 LLC, a Washington limited liability company, and Campbell 2 LLC, a Washington limited liability company.

Recitals

- i. Campbell 1 LLC is the owner of Tract 1 "After" as set forth in that certain Sedro-Woolley Boundary Line Adjustment Survey approved September 11th, 2017 and recorded under Skagit County Auditor's File No. 201709110228 (hereinafter, "Tract 1"). Tract 1 bears Skagit County Assessor's Parcel Nos. P39548 and P133765.

- ii. Campbell 2 LLC is the owner of Tract 2 "After" as set forth in that certain Sedro-Woolley Boundary Line Adjustment Survey approved September 11th, 2017 and recorded under Skagit County Auditor's File No. 201709110228 (hereinafter, "Tract 2"). Tract 2 bears Skagit County Assessor's Parcel No. P39549.
- iii. Tract 1 is currently the site of a commercial self-storage facility. Tract 2 is currently vacant. There are located upon the two tracts certain utility lines or conduits; roadways and curbing; and a stormwater catch basin. Furthermore, there are storm drains located on Tract 1 which tie into the catch basin.
- iv. The parties have executed mutual easements for roadways and for utilities serving the two parcels, such easements being recorded under Skagit County Auditor's File Nos. 202303200053 and 202303200054, and have agreed to provide for maintenance of the same, as set forth below.

Agreement

Now, therefore, in consideration of the mutual promises and covenants set forth herein, and in addition in consideration of the mutual easements being granted by the parties, and for no monetary consideration, IT IS HEREBY AGREED AS FOLLOWS:

1. For purposes of this instrument, the following definitions shall apply:
 - a. "Easement area" means the roadway, curbing, and utility installations, and not the stormwater catch basin, the storm drains, signage, trade fixtures or other structures or facilities not directly concerned with ingress, egress and utility service.
 - b. "Maintenance" means restoring the roadway surface and the utility conduits to their substantially original condition, including but not limited to such activities as sediment removal; crack sealing; re-striping; and/or repaving. The term "maintenance" does not include upgrading, widening, re-routing, or decommissioning the easement area.
 - c. "Damage", with respect to the easement area, means harm to the same caused by such activities as overloading; destruction of the pavement or concrete; subsidence caused by failure to properly maintain drainage facilities; and any other action or omission impairing the functionality of the easement area and not attributable to normal wear and tear.
2. The costs of maintaining the easement area in the condition that the same substantially was in as of the date of the execution hereof shall be equally split between the parties. Nothing herein shall be construed to require any party to contribute to maintenance of any area outside of the easement area.

3. In the event either party determine that maintenance of the easement area is reasonable and/or necessary, that party shall notify the other of the same, to a reasonable degree of specificity (including the estimated cost thereof). The notice shall be in writing and either personally delivered to the other party or sent via the U.S. mail, both first class and registered or certified, return receipt requested. The parties then shall consult with each other and arrive at a course of action. In the event one party fails to respond to the other party's request for consultation within 30 days of the mailing thereof, then the non-responding party shall be deemed to have consented to the proposed action, including the costs, and the other party may proceed accordingly without further notice.
4. In the event one party fails to contribute toward the costs of maintenance as herein provided, the other may record a lien against the property benefitted (or burdened) by the said easement, and foreclose the same in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of 30 days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each owner who has failed to pay his or her proportionate share. Only one copy of the demand need be mailed, and shall be sent to the relevant owner(s) at the address to which the subject parcel's Skagit County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's fees, shall be added to the amounts due thereunder.
5. Any damage to the easement area resulting from any action or omission of either party, including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense. If such party fails to take appropriate action, within a reasonable time, then the other party may do so and in that event the provisions of paragraph (4) above concerning the imposition of a lien shall apply.
6. The provisions hereof are to be construed as covenants running with, touching and concerning the subject parcels, and as such are binding and enforceable by and against the parties hereto, and their respective heirs, successors and assigns.

DATED AND EFFECTIVE as of the date first above written.

CAMPBELL 1 LLC

CAMPBELL 2 LLC

By: Lance J. Campbell
LANCE CAMPBELL, Governor

By: Lance J. Campbell
LANCE CAMPBELL, Governor

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at Peoples Bank WA.
My commission expires: 02-05-2025
Name: Thomas J Fantuzzi

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27th day of February, 2023, before me personally appeared Lance Campbell, to me known to be a governor of Campbell 2 LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at Peoples Bank NW/A
My commission expires: 02-05-2005
Name: Thomas J Fantarini