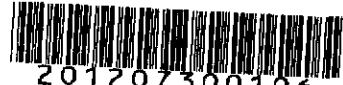


After filing, return to:  
Stephen A. Brandli  
2397 Turn Point Rd.  
Friday Harbor, WA 98250



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Skagit County Auditor

7/30/2012 Page 1 of 7 10:26AM

LAND TITLE OF SKAGIT COUNTY

### Road Maintenance Agreement

142286-0E

\*\*\*\*\*

#### DOCUMENT SUMMARY

Grantors: Dreamland Properties, LLC; James E. Turner and June A. Jaeger, husband and wife.

Grantee: Dreamland Properties, LLC; James E. Turner and June A. Jaeger, husband and wife.

Abbrev. Legal Description: Portion of the NE ¼ NE ¼ of Sec. 24, and a Portion of the NW ¼ NW ¼ of Sec. 19.

Tax Parcel Numbers: P48141, P115707, P115709, P115710

Document Affected: None.

\*\*\*\*\*

This Road Maintenance is made this 27<sup>th</sup> day of July, 2012, by Dreamland Properties, LLC, a Washington limited liability company, the current owner of the parcel described in Exhibit 1 attached hereto (herein the "Northern Parcel"), and James E. Turner and June A. Jaeger, husband and wife, the owners of the parcel described in Exhibit 2 attached hereto (herein the "Southern Parcel", and together with the Northern Parcel, termed the "Property").

#### WITNESSETH:

WHEREAS access to the Property is through a driveway off of Fox Hollow Lane ending at the eastern boundary of the Northern Parcel, said driveway traveling through an easement benefiting the entire Property;

WHEREAS Dreamland Properties, LLC, has granted an easement to James E. Turner and June A. Jaeger through the Northern Parcel for the benefit of the Southern Parcel;

WHEREAS it is expected that the parties shall extend the existing driveway that ends on the eastern boundary of the Northern Parcel into the Property to serve parcels and lots on the Property; and

WHEREAS the parties wish to agree on the use and maintenance of that portion of the driveway benefiting both the Northern Parcel and the Southern Parcel;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby covenant and agree as follows:

### 1. DEFINITIONS

Within this Agreement, the term "Parcel" shall refer only to the Northern Parcel or the Southern Parcel, and the term "Parcels" shall refer to both the Northern Parcel and the Southern Parcel. The results of a subdivision of a Parcel shall be termed "Lots." Subdivision of a Parcel shall not change the definition of the term "Parcel," which shall consist of all Lots created out of subdivision of the Parcel.

Within this Agreement, the term "Joint Use Driveway" shall refer to that portion of the driveway that starts at Fox Hollow Lane, travels to the edge of the Property, and continues on the Property until that point at which the driveway splits into Single Use Driveways only. If only one Parcel is served by the Joint Use Driveway, the term Joint Use Driveway shall refer only to that portion of the driveway not on the Property.

The term "Single Use Driveway" shall refer to any portion of the driveways providing access to only a single Parcel, and shall not include any portion of the Joint Use Driveway. To the extent that a Parcel is subdivided, a Single Use Driveway may serve more than one Lot. Also, there may be more than one Single Use Driveway serving a given Parcel.

### 2. USE OF THE DRIVEWAY

Use of the Joint Use Driveway shall be limited to traffic incidental to residential use and that of home-occupation businesses as defined under Skagit County Code. Traffic incidental to construction is permitted subject to the conditions regarding construction traffic herein.

### 3. IMPROVEMENT OF THE DRIVEWAY

At any time, any party may extend, widen, pave, or otherwise improve (hereinafter termed "improve") the existing Joint Use Driveway into that party's portion of the Property. Parties owning or possessing a portion of the Southern Parcel must abide by the terms of the easement granted through the Northern Parcel. A party so improving the Joint Use Driveway shall do so at that party's sole expense.

Any improvement of the Joint Use Driveway shall not block access to any Single Use Driveway then existing. If no Single Use Driveway exists to a Parcel or Lot, the party improving the driveway need not take into consideration the future access needs of that Parcel or Lot, except that the improvement shall not unnecessarily hamper such future access.



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Once an improvement to the Joint Use Driveway is completed, no party shall reduce the width of the Joint Use Driveway or cause the quality of the Joint Use Driveway to be diminished, except through normal wear and tear.

Any party may create a Single Use Driveway off of the Joint Use Driveway or off of another Single Use Driveway to serve that party's Parcel or Lot. That party shall do so at that party's sole expense. The party shall not block or hamper access to those Parcels and Lots currently served by the Joint Use Driveway. If the new Single Use Driveway is created off of an existing Single Use Driveway, then that portion of the existing Single Use Driveway that, upon completion of the new Single Use Driveway, serves more than one Parcel shall become part of the Joint Use Driveway.

Should a party be required to improve the Joint Use Driveway as a condition of the granting of a permit or other governmental or regulatory approval, then such improvement shall be at that party's sole expense.

#### 4. MAINTENANCE OF THE DRIVEWAY

While the Joint Use Driveway serves no Parcel, no one is obligated to maintain the Joint Use Driveway. For the purposes of this Section 4, the Joint Use Driveway "serves" a Parcel if (1) a Single Use Driveway has been created to serve any portion of that Parcel; (2) an application has been made for a building permit on that Parcel, or (3) the Parcel is put to a use requiring regular use of the Joint Use Driveway. The Joint Use Driveway does not "serve" property where that property's sole use of the Joint Use Driveway is to advertise, show, and sell the property. For the purposes of this Section, the Northern Parcel is not "served" simply because a driveway exists on the Northern Parcel.

While the Joint Use Driveway serves only one Parcel, the owner or owners of the served Parcel shall be solely responsible for the maintenance of the Joint Use Driveway.

The Joint Use Driveway shall be maintained by the owners of all Parcels and Lots on the Property that are served by that Joint Use Driveway. Each Parcel or, if the Parcel is subdivided, Lot shall share equally in the expenses of maintaining the Joint Use Driveway.

The Joint Use Driveway shall be maintained in its then current condition, and in any event in a safe condition for the passage of automobiles and delivery trucks. Maintenance may include, but is not limited to, repairs of the road surface, adding stone, clearing obstructions, grading or scraping the road, cleaning or recutting ditches, trimming brush along the roadside, and unplugging culverts or drainpipes. Maintenance does not include snow removal, which the parties are not required to accomplish. Maintenance does not mean improvement to a condition better than any condition in which the Joint Use Road has been.

The parties agree that vehicle traffic arising out of construction that is engaged on the Property will create unusual wear and tear on the Joint Use Road. Any party who engages in construction on the Property shall restore the Joint Use Driveway to the condition the Joint Use Driveway was in when construction was commenced at that party's own expense.



Any party or parties wishing to engage in maintenance of the Joint Use Road shall give Notice to the other parties that have an obligation to participate financial in that maintenance. Said Notice shall estimate costs. The other parties shall have 14 days to object to the proposed maintenance. If an objection is raised, the parties shall negotiate, and if necessary, mediate a resolution. If there is no objection, the parties sending Notice may performance the maintenance in a reasonable period of time, and bill and collect from the other parties their respective shares of the costs. The maintenance actually performed may not exceed that which was set forth in the Notice. All parties shall be responsible for the actual costs of the maintenance even if those costs exceed the estimates in the Notice.

## 5. DISPUTE RESOLUTION

It is acknowledged that this agreement does not anticipate every possible issue that may arise regarding the Joint Use Driveway, and does not specify in detail an appropriate resolution to each issue. In event of a dispute arising out of ownership, access, use, maintenance, repair, or any other aspect of the Joint Use Driveway, either party may demand mediation. This demand must be in a written Notice to the other parties. The parties shall agree on a mediator, or if no agreement can be made, either party may petition the Skagit County Superior Court to appoint a mediator. Mediation shall occur within 30 days of the demand.

Should any party who, under this agreement, has an obligation to participate in some way in the Joint Use Driveway fails to participate, the other party or parties may take whatever actions are necessary and required to maintain access to the Property. A party may take such actions prior to mediation only if an emergency exists such that failure to take such actions shall prevent reasonable and safe access to the Property. A party who must take such action shall demand any partial reimbursement of his costs as allowed in this Agreement from the other party or parties. If mediation has not been accomplished, and the other party timely disagrees as to the necessity of the actions or as to the reasonable cost of these actions, then mediation shall be completed before the costs shall be due.

All monies due under this agreement, together with interest at the highest rate allowable under law, are the personal obligations of the parties with an ownership and/or possessory interest in a Parcel or Lot for which the monies are due.

All monies due under this Agreement to any party, together with interest at the highest rate allowable under law, shall immediately be a charge and shall immediately be a continuing lien upon the Parcel or Lot owing the monies. A party owed such monies may foreclose the lien in the Skagit County Superior Court.

Should any party bring a suit to enforce the terms of this agreement, including foreclosure of a lien mandated in this agreement, the substantially prevailing party shall be entitled to reasonable attorney fees and costs, including those fees and costs incurred on appeal. Only fees and costs incurred after mediation may be recovered, except that a party shall be reimbursed for his successful petition to compel mediation where the other party or parties refuse to mediate or obstruct mediation.



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6. GENERAL PROVISIONS

The rights and obligations contained herein shall run with the land and shall be binding upon the Parcels and Lots and each portion thereof and all persons or entities owning, purchasing, leasing, subleasing or occupying any Parcel or Lot or portion thereof; and upon their respective heirs, successors, and assigns. The term "party" or "parties" in this Agreement refer to those current owners, purchasers, lessors, sublessors, or occupants of these Parcels and Lots.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this agreement or any part hereof, all of which are inserted conditionally on their being held valid in law. And in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this agreement shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

This agreement shall be effective so long as access to all Parcels and Lots on the Property are not maintained by the County or other governmental or regulatory entity.

This Agreement may not be modified without an express, written amendment signed and verified by all persons with a current or future possessory estate in each of the Parcels and Lots within the Property. Any such amendment shall be recorded.

Any notice ("Notice") required under this agreement to be given to a Parcel or Lot shall be deemed properly given if mailed by ordinary mail to the address at which Skagit County mails tax notices to the Parcel or Lot, and said notices shall be deemed given when deposited in a United States Post Office.

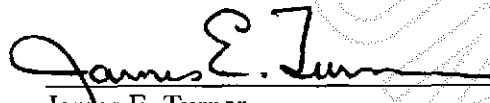
Each of the parties has read the foregoing agreement and agree to the terms contained therein.

DREAMLAND PROPERTIES, LLC

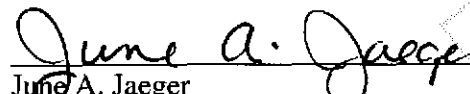
Dated: 7/27/12

  
By: Stephen A. Brandli, Co-manager

Dated: 7/27/2012

  
James E. Turner

Dated: 7/27/12

  
June A. Jaeger

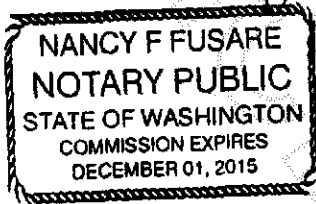


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STATE OF WASHINGTON )  
 ) :SS  
COUNTY OF SAN JUAN )

I certify that I know or have satisfactory evidence that Stephen A. Brandli 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 the Co-Manager of Dreamland Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this 27 day of July, 2012.



*Nancy F. Fusare*

Print Name: NANCY F. FUSARE  
NOTARY PUBLIC for the State of Washington.

My commission expires 12/1/2015

STATE OF WASHINGTON )  
 ) :SS  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that James E. Turner 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 27 day of July, 2012.



*Karen Ashley*

Print Name: Karen Ashley  
NOTARY PUBLIC for the State of Washington.

My commission expires 9-11-2014



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