

AFTER RECORDING RETURN TO:
SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Alena Thompson*
DATE 10.29.21

Title of Document: Maintenance Agreement
Grantor(s): Thomas A. Little, an individual; Scoocum Holdings, LLC, a Washington limited liability corporation; LTK Properties, LLC, a Washington limited liability corporation; SaviBank, a Washington bank corporation; LJB Mount Vernon, LLC, a Washington limited liability corporation
Grantee(s): Thomas A. Little, an individual; Scoocum Holdings, LLC, a Washington limited liability corporation; LTK Properties, LLC, a Washington limited liability corporation; SaviBank, a Washington bank corporation; LJB Mount Vernon, LLC, a Washington limited liability corporation
Abbrev. Legal Description: Ptn SW ¼, Section 29, T34N, R3E, W.M.
Parcel Nos.: P126614, P126615, P126616, P126617, P126618, P126619, P126620, P126621
Reference Document: AF# 200709100133

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (“Agreement”) is made by and between Thomas A. Little, an individual, Scoocum Holdings, LLC, a Washington limited liability corporation, LTK Properties, LLC, a Washington limited liability corporation, SaviBank, a Washington bank corporation, f/k/a Business Bank of Skagit County, LJB Mount Vernon, LLC, a Washington limited liability corporation as grantors (collectively, “Owners”) and is effective the day all parties have affixed their signature below.

RECITALS:

A. Owners own certain real properties situated in Skagit County, Washington legally described as follows:

LOTS 1 THROUGH 8 OF SOUTH MOUNT VERNON BUSINESS PARK BINDING SITE PLAN, AS RECORDED UNDER SKAGIT COUNTY AUDITOR’S FILE NO. 200709100133.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

(“Owners’ Properties”)

B. The Owners’ Properties are located within the South Mount Vernon Business Park Binding Site Plan recorded under Skagit County Auditor’s File No. 2007-09100133 (“Binding Site Plan”).

C. A utility and PUD easement ("PUD Easement") for the benefit of the Owners' Properties was established on the Binding Site Plan. The Public Utility District No. 1 of Skagit County ("District") serves the Owners' Properties. The PUD Easement is shown as the "25' UTILITY & PUD EASEMENT TO BENEFIT LOTS 1 THRU 8 INCLUSIVE" on sheet 2 of the Binding Site Plan.

D. A private water line jointly owned by the Owners has been installed within the easement for fire suppression purposes with water supplied by the District from public mains within the public Right-of-way (ROW). The private waterline within the PUD Easement ("Water Line") benefits all of the Owners' Properties.

E. Backflow testing of the Water Line is required to maintain fire service. Additionally, certain maintenance of the Water Line may be necessary to ensure proper functioning.

F. The Owners desire to enter into a maintenance agreement and appoint one Owner's representative ("Manager") to be the point of contact with the District to provide for backflow testing and any maintenance of the Water Line and for an orderly billing process with the District.

NOW, THEREFORE, the parties agree as follows:

1. Easement. The PUD Easement is hereby confirmed and ratified by all the Owners and is for the benefit of the Owners to place and operate privately owned infrastructure to convey fire suppression water from the termination of the District's system in the public ROW through the fire service meter to the Owners' Properties.

2. Maintenance. The Owners hereby agree to be responsible in equal shares based upon lot ownership (one-eighth) for the cost of regular back flow testing and all maintenance, repair and replacement of the Water Line within the PUD Easement. The Owners agree to maintain the PUD Easement area in a manner so as not to interfere with the existing Water Line. Each Owner is individually responsible for any other lines coming off the Water Line that serve their individual property. While the easement is referred to as the PUD Easement on the face of the Binding Site Plan and herein, District ownership terminates at the fire meters and the Water Line is privately owned by the Owners. The District supplies water to the Water Line through fire meters for fire suppression. The Owners agree that the purpose of this easement is for the collective administration of the Water Line. All Owners understand and acknowledge that they are responsible for any and all water service policies related to payment and conditions of service from the District.

3. Manager. The PUD Easement, Water Line, and related facilities shall be managed by the Manager. The initial Manager appointed by the Owners shall be SaviBank, a Washington bank corporation. The rights and duties of the Manager shall be governed by this Agreement. The Owners shall have the power to remove and replace the Manager by action taken upon the affirmative vote of a majority of the Owners.

4. Powers of the Manager. The Manager is hereby appointed as the Owners' representative regarding the Water Line within the PUD easement, including all maintenance, repair, replacement, and any and all costs associated with the Water Line. The Manager shall hire third parties to conduct any backflow testing and other requirements as mandated by the District. Further, the Manager will be the liaison with the District and shall coordinate with the District regarding payment of invoices related to water services from the Water Line within the PUD Easement. The Manager has full discretion as to any work to be done on the Water Line or any work thereto and as to how to invoice the Owners for their share of the maintenance and water costs and shall distribute an invoice and coordinate payment amongst the Owners. The Manager may pay the amounts owed and seek reimbursement from the Owners as well. With the exception of emergency repairs, the Manager may not expend more than Two Thousand Dollars (\$2,000) on repair or maintenance of the Water Line without providing notice to all Owners and obtaining written approval from the majority of the Owners. The Manager shall not mark up any of the amounts owed or reimbursements and the Manager is not entitled to compensation for its services, except as may be authorized in writing, after notice, by a majority of the Owners.

5. Lien Rights. Each Owner shall be obligated to pay the amounts established in section 2 and 4 above and is due within ten (10) days from the date of the notice delivered by the Manager. Such obligation shall constitute a personal obligation of each Owner, as well as a lien against the lot, as of the date due, and such lien may be foreclosed by the Manager in the same form and manner or procedure as a foreclosure of real estate lien under the laws of the State of Washington. Each Owner obligated to pay herein agrees and recognizes that the expenses of title examination, costs of attorney, court costs and interest at the rate of twelve percent (12%) per annum, shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

6. Indemnification. Each Owner shall defend, indemnify and hold harmless each other Owner and their respective employees, agents and contractors, from and against all claims and all costs, expenses and liability (including reasonable attorneys' fees) incurred in connection with all claims, damages, outstanding invoices, including any action or proceedings brought thereon, arising or resulting from the indemnitor's use of the Water Line, except to the extent caused by the gross negligence or willful wrongdoing of the indemnified lot owner or their respective employees, agents or contractors. Further, each Owner shall defend, indemnify and hold harmless the Manager and its respective employees, agents and contractors, from and against all claims and all costs, expenses and liability (including reasonable attorneys' fees) incurred in connection with all claims, damages, outstanding invoices, including any action or proceedings brought thereon, arising or resulting from the Manager's role herein, except to the extent caused by the negligence or willful wrongdoing of the Manager or their respective employees, agents or contractors.

7. Subdivision. In the event that any of the Owners' Properties are further subdivided, the newly created Lots shall be benefited and burdened by the terms of this Agreement and the Owners of the newly subdivided lots shall be obligated to contribute for maintenance and costs provided herein on a pro rata basis and are subject to the terms of this Agreement. The one-eighth share of costs allocated herein will be further divided amongst the lots created by the subdivision.

In addition, the one-eighth share on voting to replace the Manager shall be shared by the subdivided lots.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9. Binding Effect. In all respects, the provisions of this Agreement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

10. No Waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision.

11. Severability. Invalidation of any of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

OWNERS:

Thomas A. Little
Thomas A. Little

10-20-2021
Date

SCOOCUM HOLDINGS, LLC

[Signature]
James Spane, Authorized Agent

10-28-21
Date

LTK PROPERTIES, LLC

[Signature]
Leonard Kargacin, Authorized Agent

10-5-21
Date

SAVIBANK

[Signature]
Andrew Hunter, President

10-28-21
Date

LJB MOUNT VERNON, LLC

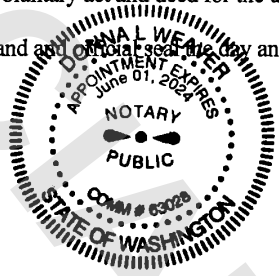
Lori J. Blades
Lori J. Blades, Authorized Agent

9-30-21
Date

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 20th day of October, 2021, before me personally appeared Thomas A. Little, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.



Donna L Weaver
PRINTED NAME: DONNA L WEAVER
Notary Public in and for the State of Washington,
residing at Burlington
My Commission Expires: 6/1/24

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 28th day of October, 2021, before me personally appeared James Spane, to me known to be the Authorized Agent of the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

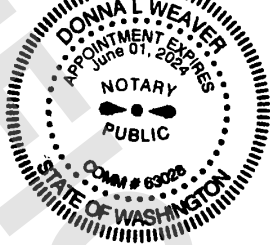
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Donna L Weaver
PRINTED NAME: DONNA L WEAVER
Notary Public in and for the State of Washington,
residing at Burlington
My Commission Expires: 6/1/24

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 5th day of ~~September~~ October, 2021, before me personally appeared Leonard Kargacin, to me known to be the Authorized Agent of the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

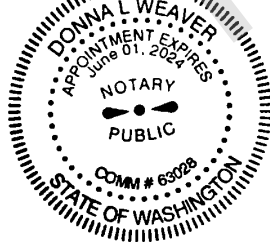


Donna L. Weaver
PRINTED NAME: Donna L. Weaver
Notary Public in and for the State of Washington,
residing at Burlington
My Commission Expires: 6/1/2024

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 28th day of ~~September~~ October, 2021, before me personally appeared Andrew Hunter, to me known to be the President of the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

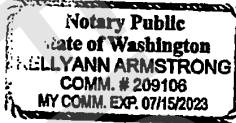


Donna L. Weaver
PRINTED NAME: DONNA L. WEAVER
Notary Public in and for the State of Washington,
residing at Burlington
My Commission Expires: 6/1/24

STATE OF WASHINGTON)
)
COUNTY OF Snohomish)ss.
)

On this 30th day of September, 2021, before me personally appeared Lori J. Blades, to me known to be the Authorized Agent of the LJB Mount Vernon, LLC that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Kellyann Armstrong
PRINTED NAME: Kellyann Armstrong
Notary Public in and for the State of Washington,
residing at Lake Stevens, WA 98258
My Commission Expires: 7/15/23