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Document Title: **Road & Gate Maintenance Agreement**

Ref. No. Rel. Docs.: **200805190147; 200801280010**

Grantors: **G'or 1: James W. Fox and Rebecca J. Fox, Trustees of The James and Rebecca Fox Family Trust**
G'or 2: Terrance Michael Corrigan and Tammie Marie Corrigan, a married couple
G'or 3: Aaron Yu and Jana Yu, a married couple
G'or 4: Dane Anderson and Anna-Malin H. Weiss-Anderson, a married couple
G'or 5: Thomas E. O'Brian, a single person
G'or 6: Morgan Turner Properties, L.P., a Washington limited partnership

Grantees: **G'ee 1: James W. Fox and Rebecca J. Fox, Trustees of The James and Rebecca Fox Family Trust**
G'ee 2: Terrance Michael Corrigan and Tammie Marie Corrigan, a married couple
G'ee 3: Aaron Yu and Jana Yu, a married couple
G'ee 4: Dane Anderson and Anna-Malin H. Weiss-Anderson, a married couple
G'ee 5: Thomas E. O'Brian, a single person
G'ee 6: Morgan Turner Properties, L.P., a Washington limited partnership

Abbr'd Legal Descr.: **G'or/G'ee 1: Lot 3, SP No. PL05-0893, AF #200805190147; Ptn Gov. Lots 4, 5 & 6, S9-T34N-R2E W.M.**
G'or/G'ee 2: Lot 2, SP No. PL05-0893, AF #200805190147; Ptn Gov. Lots 4 & 5, S9-T34N-R2E W.M.
G'or/G'ee 3: Lot 1, SP PL-04-0849, AF #200801280010; Ptn Gov. Lot 4, S9-T34N-R2E W.M.
G'or/G'ee 4: Lots 2 and 3, SP PL04-0849, AF# 200801280010, Ptn Gov. Lot 4, S9-T34N-R2E W.M.
G'or/G'ee 5: Ptn Gov Lots 4 & 5, S9-T34N-R2E W.M.
G'or/G'ee 6: Ptn Gov Lot 6, S9-T34N-R2E, W.M.

Ass's Geo. Id. No./PID: **G'or/G'ee 1: 340209-0-029-0100 / P120706**
G'or/G'ee 2: 340209-0-029-0200 / P127580
G'or/G'ee 3: 340209-0-006-0003 / P20184
G'or/G'ee 4: 340209-0-006-0200 / P127105
G'or/G'ee 5: 340209-0-029-0006 / P20207
G'or/G'ee 6: 340209-0-009-0000 / P20187

ROAD & GATE MAINTENANCE AGREEMENT

This Road Maintenance Agreement (Agreement) is by and between James W. Fox and Rebecca J. Fox, a married couple as Trustees of The James and Rebecca Fox Family Trust dated March 14, 2014 (Fox); Terry and Tammie Corrigan, a married couple (Corrigan); Aaron and Jana Yu, a married couple (Yu); Dane and Malin Anderson, a married couple (Anderson); Thomas E. O'Brian, a single person (O'Brian); and Morgan Turner Properties, L.P. (Turner).

RECITALS

1. Skagit County Short Plat No. PL04-0849 (Martin Short Plat), was recorded January 28, 2008, under AFN 200801280010. A copy of the Martin Short Plat is attached as Exhibit A, which, like all Exhibits referenced in this Agreement, is incorporated by reference.
2. Skagit County Short Plat No. PL05-0893 (Morgan-Turner Short Plat), was recorded May 19, 2008, under AFN 200805190147. A copy of the Morgan-Turner Short Plat is attached as Exhibit B.
3. Fox owns real property located at 8280 Oyster Shell Lane, Anacortes, Washington (Fox Property); Skagit County Auditor Parcel No. (APN) P120706; and legally described in Exhibit C.
4. Corrigan owns real property located at 8266 Oyster Shell Lane, Anacortes, Washington (Corrigan Property); Skagit County APN P127580; and legally described in Exhibit C.
5. Yu owns real property located at 8288 Oyster Shell Lane, Anacortes, Washington (Yu Property); Skagit County APN P20184; and legally described in Exhibit C.
6. Anderson owns real property located at 8302 Oyster Shell Lane, Anacortes, Washington (Anderson Property); Skagit County APN P127105; and legally described in Exhibit C.
7. O'Brian owns real property located at XXXX Oyster Shell Lane, Anacortes, Washington (O'Brian Property); Skagit County APN P20207; and legally described in Exhibit C.
8. Turner owns real property located at Anacortes, Washington (Turner Property); Skagit County APN P20187; and legally described in Exhibit C.
9. The Fox Property, Corrigan Property, Yu Property, Anderson Property, and O'Brian Property are served by a shared easement comprised of four, separately created sections; and that, starting with the westernmost section:

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- a. begins at the westernmost boundary of the Turner Property at that point where Oyster Shell Lane meets Satterlee Road, and is a 50' easement for ingress, egress, and utilities, created per Skagit County Auditor File Number (AFN) 200710010112, then;
- b. connects to a 30' roadway easement created per AFN 644979, which;
- c. connects, at the boundary between Gov't Lot 6 and Gov't Lot 5, to a 50' easement for ingress, egress, roadway, and utilities, created per AFN 200307010035; and
- d. lastly, connects at the boundary between Gov't Lot 2 to an easement for ingress, egress, and utilities, created per AFN 200801280010 (and ending as a cul-de-sac/turnaround located in the Anderson Property).

When referring collectively to the four sections, the term "Access & Utilities Easement" is used.

10. The shared road that is the subject of this Agreement (Roadway) lies within the Access & Utilities Easement area, and measures approximately 20 feet in width.
11. Turner, as Owner of the Turner Property, previously caused to be installed within the Turner Property and across that portion of the Roadway that lies within the Turner Property, an electronically controlled gate (Gate), which the Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian (per Recital O below) Properties use for ingress to and egress from their respective properties.
12. Turner, as Owner of the Turner Property, desires to transfer ownership of the Gate, and responsibility for the Gate's repair, maintenance, and improvement, and for payment of electricity necessary to operate the Gate, to Fox, Corrigan, Yu, Anderson, and O'Brian, as Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties.
13. Fox, Corrigan, Yu, Anderson, and O'Brian, as Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian, Properties, desire to accept ownership and to assume full responsibility for the Gate's repair, maintenance, improvement, and for payment of electricity necessary to operate the Gate.
14. The Parties desire to enter into an agreement that governs the repair, maintenance, and improvement, of the Roadway and Gate (including payment of electricity necessary to operate the Gate).

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15. The Parties acknowledge and agree that although the Roadway and Gate serve the O'Brian Property, the Owner of the O'Brian Property has other access to the O'Brian Property that is presently more practicable for their access needs, and so O'Brian's use of the Gate and Roadway is, at the time of signing this Agreement, de minimis. For purposes of this Agreement, the term "de minimis" means eight or less occurrences per twelve-month period.
16. The Parties acknowledge and agree that although the Roadway passes through the Turner Property, the Owner of the Turner Property does not have the right to access the Roadway from those abutting portions of the Turner Property; and so use of the Roadway and the Gate by the Owner of the Turner Property will at all times be de minimis.
17. The Parties intend for the agreements set out in this Agreement to supplement the existing agreements set out in the recorded documents that together grant and create the Access & Utilities Easement, and only those portions of those documents that deal with easements for ingress and egress via, and that might otherwise pertain to, the Roadway.
18. The Parties desire, to the extent there is any conflict between any provision of any existing recorded document as that provision pertains to any portion of the Access & Utilities Easement Area or the Gate, and this Agreement, for this Agreement to govern that conflict.
19. Turner, as Owner of the Turner Property, desires to grant to the Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties; and the Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties desire to accept from Turner, as Owner of the Turner Property, an additional easement within the Turner Property that is reasonably sufficient to allow the Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties, to cause the repair, maintain, and improve, the Gate, without those efforts resulting in trespass.

II. TERMS USED & DEFINITIONS

1. "Grantors" refers to Fox, Corrigan, Yu, Anderson, O'Brian, and Turner, when referring to them in their collective capacity of persons granting any right under this Agreement (with that right subject to any terms or conditions related to that right).
2. "Grantees" refers to Fox, Corrigan, Yu, Anderson, O'Brian, and Turner, in their collective capacity as recipients of any right or duty under this Agreement (with that right or duty subject to any terms or conditions reasonably related to it).
3. "Parties" refers to Grantors and Grantees collectively.
4. "Owner" means any person who holds either fee title, or a vendee's interest under a real estate contract, as shown by the Skagit County Auditor's records, to all or any part of the

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Fox, Corrigan, Yu, Anderson, O'Brian, or Turner, Property; and includes any Person who later acquires any right, title, or interest in all or any part of the Properties.

5. "Voting Owner" means an Owner whose use of the Gate or Roadway is greater than de minimus (as defined per Recital O); and who, pursuant to the terms of this Agreement, is (a) authorized and entitled to use the Gate or Roadway; and (b) required to pay for any Work (the Owner of the Turner Property will not be a Voting Owner).

6. "Gate" means the access/security gate and its appurtenances that are located within the Turner Property, and that cross that portion of the Access & Utilities Easement area that lies within the 50' easement for ingress, egress, and utilities created by AFN 200710010112

7. "Work" means any maintenance (including snow removal, drain clearing, and so forth), repair, improvement (collectively, Maintenance); capital improvement (Capital Improvement), or Emergency Work, related to the Roadway or Gate.

8. "Parcel" means any segment of real property to which has been allocated a Skagit County Parcel Number.

9. "Emergency Work" means any Work done within or to the Roadway or Gate, without which Work there is a potential for damage to property or threat to human life.

10. In this Agreement:

- a. the word "will" is mandatory;
- b. the word "may" is permissive;
- c. the word "Person", means any natural or juristic person;
- d. words in the plural include the singular, and the converse;
- e. the use of any gender will be considered to include all genders;
- f. the word "or" is not exclusive; and
- g. whenever the words "include," or any of its variations is used, it will be considered to be followed by the words "without limitation" or "but not limited to" or words of like import.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

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III. AGREEMENT

1. **Recitals and Definitions.** The above Recitals and Definitions are a material part of this Agreement and are fully incorporated by this reference.

2. **Purpose.** The purpose of this Agreement is to:

- a. establish an agreement for Work done in connection with the Roadway and Gate;
- b. restrict certain practices in the use of the Roadway and Gate, now and always, that might interfere with their use;
- c. require certain other practices related to the Roadway and Gate, including sharing in costs for Work;
- d. provide the means to enforce the rights, reservations, covenants, easements, charges, and liens, set out in this Agreement; and
- e. ensure that all Owners that use the Roadway and Gate are subject to the same rights, responsibilities, covenants, and restrictions.

3. **Gate Ownership and Access.** The Owner of the Turner Property grants to the Fox, Corrigan, Yu, Anderson, and O'Brian, as Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties, all right, title, and interest in the Gate; and further grant them a perpetual, non-exclusive, easement that measures five feet from any part of the Gate that is located on the Turner Property so that any reasonably necessary Work might be done in connection with the Gate.

4. **Scope of Use.**

4.1. Access. The Roadway and Gate will be used for motorized and non-motorized vehicular and pedestrian ingress to and egress from Fox, Corrigan, Yu, Anderson, O'Brian, and Turner Properties only—subject to the limitations set out in this Agreement—and utilities and related appurtenances where and as otherwise specified.

4.2. O'Brian Property.

3.2.1 De Minimus Use. Until such time as an Owner of any portion of the O'Brian Property engages in any action related to the O'Brian Property—including development of the O'Brian Property via subdivision or otherwise—that requires more than de minimus use of the Gate or Roadway by that Owner of the O'Brian Property, or that Owners' representatives, agents, contractors, guests, invitees, family members, licensees, or employees, the Owner of the O'Brian Property will not have any right to vote on any Work proposal related to

the Roadway or Gate; and will also not be obligated to contribute monetarily to costs of Work.

3.2.2 O'Brian Property Development. If at any time the O'Brian Property is subdivided or otherwise developed in such a way that requires use of the Gate or Roadway to access any portion of the O'Brian Property, the Owner of that portion of the O'Brian Property will become a Voting Owner, with the attendant rights to vote on proposed Work and to pay their proportionate share for the costs of that Work.

4.3. Turner Property. Use of the Roadway by the Owner of the Turner Property, or that Owner's representatives, agents, contractors, guests, invitees, family members, licensees, or employees, will be de minimis. In no event will the Owner of the Turner Property, or that Owners' representatives, agents, contractors, guests, invitees, family members, licensees, or employees, use the Roadway as a point of access to or from any part of the Turner Property that abuts either side of the Access & Utilities Easement area, unless and until this Agreement is otherwise amended per the unanimous agreement of the Voting Owners.

4.4. Work/Costs Responsibilities. Responsibility for determining Work to be done, and paying all costs associated with Work done, whether in connection the Roadway or Gate, will be borne solely by the Voting Owners, who will in no event be comprised of any Persons other than Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties.

4.5. Minimum Levels. The minimum level of repair, maintenance, and improvement of the Roadway and Gate will be as required by applicable laws and regulations.

5. Road/Gate Agent. An agent for Roadway and Gate related work (Road Agent) will be elected from among the Voting Owners, and serve for the term, as agreed and evidenced by the simple majority vote of the other Voting Owners. The Road Agent may be replaced, or their term amended, at any time by a simple majority vote of the other Voting Owners. The Road Agent will act in accordance with this Agreement and any decision of those Voting Owners made pursuant to this Agreement. The Road Agent will be responsible for monitoring the condition of the Roadway and Gate, and for initiating or assisting with the initiation of Work, as needed to: maintain minimum road-surface standards of the Roadway and the proper and safe operation of the Gate; for Capital Improvement of the Roadway or Gate, in accordance with the terms of this Agreement. The scope of the Road Agent's duties may be revised by the simple majority vote of the other Voting Owners. The Road Agent will also be responsible for establishing and maintaining a fund, as set out in paragraph 9, below, for payment of all Work, and for payment of electric services for the Gate's operation. The Road Agent will be released, defended, indemnified, and held harmless, by each other Owner, pursuant to the terms of paragraph 15.

5.1 Request for Remote Device. When an Owner requests a remote device that controls Gate functions, the Road Agent will advise that Owner of (a) the current cost of the remote device, (b) the approximate timeframe within which the requesting Owner could expect to receive the remote device, and (c) that payment of the remote device must be made in advance.

5.2 Restrictions on Remote Devices. Each person who comprises an Owner will be entitled to one remote device; except, however, the Owner of the Turner Property, as an entity, will be limited to a single remote device (unless, however, the Parties agree otherwise in writing).

5.3 Responsibility for Costs. Each Owner will be solely responsible for all costs associated with their remote device, including those related to initial acquisition, replacement, or repair.

5.4 Gate Code. The Road Agent, from time to time and as the Road Agent determines is reasonably necessary, will cause the Gate access code to be changed. The Road Agent will timely provide each Owner with written notice of the new access code (for purposes of this paragraph, the word "timely" means in a manner that reasonably ensures that each Owner will be able to access their Property as needed)

6. Gate Ownership and Access. The Owner of the Turner Property grants to the Fox, Corrigan, Yu, Anderson, and O'Brian, as Owners of the Fox, Corrigan, Yu, Anderson, and O'Brian Properties, all right, title, and interest in the Gate; and further grant them a perpetual, non-exclusive, easement that measures five feet from any part of the Gate that is located on the Turner Property so that any reasonably necessary Work might be done in connection with the Gate.

7. Project Proposal

6.1 Content of Project Proposal. Any Voting Owner who desires for Work to be done to the Roadway or the Gate—whether that Work constitutes Maintenance or Capital Improvement—will submit a Project Proposal to all other Voting Owners, including the Road Agent. A Project Proposal will contain the following:

- a. a project description, with sufficient detail to reasonably allow the other Voting Owners the opportunity to consider that Project Proposal;
- b. to the extent the Project Proposal might involve only a portion(s) of the Roadway, identification of that portion of the Roadway;
- c. estimated project costs;

- d. where it is reasonably likely that total costs for the proposed Work will be less than \$5,000.00, a statement reminding the other Voting Members that no vote is required;
- e. where it is reasonably likely that total costs for the proposed Work will be \$5,000.00 or more, a statement reminding the other Voting Owners that the proposed Project is subject to a vote; and clear directions as to how to indicate their respective votes, the date and time by which votes must be received, and how to return them to the Person submitting the Project Proposal;
- f. basis for sharing cost, including a breakdown of costs to be borne by each Owner;
- g. proposed date(s) or date range for the Work; and
- h. identification and professional qualifications of the Contractor(s) proposed to be hired to do the Work.

6.2 Delivery of Project Proposal/Response. Each Project Proposal will be sent by mail or hand delivered to all other Voting Owners. To the extent the Project Proposal is one that requires a vote, all other voting Owners will each have 14 days from date on which they received the Project Proposal to return their respective votes.

6.3 Preliminary Proposal. A Project Proposal may be made on a preliminary basis to determine if there is sufficient interest in a Project Proposal to warrant the effort and potential costs to obtain other relevant information before submitting the Project Proposal for a vote. Approval of a Project Proposal marked "preliminary" will have no legal significance and any votes in favor of a Project Proposal will be regarded as advisory only.

8. Voting. Voting Owners will have one vote per Parcel owned.

8.1 Project Proposals for Maintenance related to the Gate or the Roadway, where it has been reasonably estimated that the costs for the Work will be less than \$5,000, will not require a vote.

8.2 Project Proposals for Maintenance related to the Gate or the Roadway, where it has been reasonably estimated that the costs for the Work will be equal to or exceed \$5,000, will require the favorable vote of at least 60% of the Voting Members.

8.3 Project Proposals for Capital Improvements, whether related to the Gate, or part or all of the Roadway, will require the unanimous, favorable vote of all Voting Owners.

9. Assessments.

9.1 Maintenance. Assessments for Maintenance done in connection with the Gate or Roadway, and for which Work either no vote was required, or if required, for which 60% of Voting Owners voted in favor, will be considered to equally benefit all Voting Owners; and the costs for that Work will be paid in equal shares by the Voting Owners.

9.2 Capital Improvement. Assessments for Work done in connection with the Gate or Roadway that constitutes Capital Improvement, and for which Work 100% of Voting Owners voted in favor, will be considered to benefit all Voting Owners; and each Voting Owner's assessed costs will be proportionate to the percentage of Roadway length that serves their respective Parcels.

9.3 Other Work. This paragraph 8 does not prohibit any Voting Owner from conducting Work that constitutes Maintenance or Capital Improvement at that Voting Owner's sole cost and expense, so long as that Voting Owner complies with the requirements set out in paragraphs 6 and 7, and the Work does not unreasonably interfere with any other Voting Owner's use of the Roadway or the Gate, unless any such Voting Owner agrees, in writing, to that interference.

9.4 Electrical Services. Assessments for electric services related to the Gate's operation will be shared equally by all Voting Owners.

10. Emergency Work.

10.1 Emergency Work Required. In the event Emergency Work within or to the Roadway, to the Gate, or in connection with their respective appurtenances, is required, any Owner may cause the Emergency Work (Repairing Owner). In such a situation, and if the consent, including any vote pursuant to the procedure set out in paragraph 5, of any non-repairing Owner (Non-repairing Owner) cannot reasonably be obtained, then that consent will be waived. In no event, however, will the Repairing Owner cause Emergency Work in an amount that exceeds \$4,000.00 (Emergency/Maximum Payment) without the advance consent of any Non-repairing Owner who might otherwise have financial responsibility for any aspect of Work done in connection with the Emergency Work. Every five years from the date on which this Agreement is recorded, the Emergency/Maximum Payment will increase by 20%, until and unless the Voting Owners unanimously agree otherwise in a writing signed by them.

9.2 Within 10 calendar days of a written request being made, all non-repairing Voting Owners will promptly reimburse the repairing Voting Owner for the non-repairing Voting Owner's share of all costs and expenses the repairing Voting Owner incurred in causing the Emergency Repairs. Any default in connection with that reimbursement will be governed by the terms set out in paragraph 11.

11. Road and Gate; Work Fund.

11.1 Checking Account. The Road Agent will establish and maintain a bank checking account (Account) with a local bank for the purpose of receiving and disbursing funds to be used to pay for Work in connection with Maintenance of or Capital Improvement to the Roadway and Gate, and for electric services related to the Gate's operation.

11.2 Annual Maintenance/Estimate. Each year the Road Agent will submit to each Voting Owner a written notice regarding estimated costs payable in connection with Maintenance and electric services related to the Gate's operation. That written notice will include the amount due from each Voting Owner, and the deadline by which payment of the estimated amount(s) must be made. The deadline for that payment will be no earlier than 30 days after which that notice is submitted.

11.3 Prepayment.

11.3.1 Each Voting Owner will prepay annual costs, as estimated by the Road Agent, for Maintenance, and for electric services related to the Gate, for the coming one-year period to the Account, on or before the date determined by the Road Agent.

11.3.2 Prepayment of costs for Capital Improvements will be made to the Account by each Voting Owner within 30 days of the date on which 100% of the Voting Owners vote in favor of any Capital Improvement.

11.4 Shortfall. If the total costs for payment of Maintenance, electrical services for the Gate, or for Capital Improvement, exceeds the estimated amounts for Maintenance or electric services; or falls short of the funds necessary for that Work on those services, the Road Agent will submit written invoices to the Voting Owners, and the Voting Owners will submit payment for those invoices within 30 days of receipt.

11.5 Excess. If the total prepayment for Maintenance, electric services, or Capital Improvement, exceeds the estimate submitted by the Road Agent, the Road

Agent will either cause the excess funds to be refunded to the relevant Voting Owners; or, to the extent the excess funds relate to annual costs, will apply them to the estimated annual costs for the next year.

12. Liens. If any Voting Owner fails to pay their proportionate share of the Emergency, Maintenance, electrical services, or Capital Improvement, for which they are responsible as set out in this Agreement, any other Voting Owner not in default, or the Person who performs that Emergency, Maintenance, or Capital Improvement, or pays the cost for electrical services, may, after 30 days written notice to the defaulting Voting Owner (Defaulting Owner) may bring legal action against Defaulting Owner or may record in the Office of the Skagit County Auditor, a Notice of Lien against the Defaulting Owner's Property to secure the Defaulting Owner's full payment of the Defaulting Owner's proportionate share of assessed Maintenance, Emergency, Capital Improvement, or electric services, costs. The amount due by any Defaulting Owners will bear interest at 12 per cent, or at the maximum rate allowed by Washington State law, whichever is less, from the date on which payment was due; and the Defaulting Owner will be liable to pay all costs of collection, including reasonable attorney fees.

13. Notice; Action by Voting Owners. Whenever this Agreement requires action by the Voting Owners, that action will take place either:

- a. via written agreement circulated to all Voting Owners on the same date, and signed by the requisite number of Voting Owners—whether a simple majority or 100% of the Voting Owners; or
- b. via in-person meeting, with written notice delivered at the same date that is least 10 days in advance of that in-person meeting.

The circulation of a draft written agreement, or written notice of meeting, will be delivered to all Voting Owners by any means reasonable adapted to ensure their receipt of the notice, including by email, USPS mail, hand delivery, or posting of written notice to the front door off the Voting Owner's residence.

14. General Use Restrictions.

13.1 Stormwater Runoff. No Owner will improve their property in a way that causes excess stormwater runoff that may damage or inconvenience another Owner or that Owner's Property; the Access & Utilities Easement area or Gate, or their respective appurtenances; or contiguous properties or their owners.

13.2 Protection of Roadway and Gate. No Owner will cause or permit obstruction or damage, by vehicle or otherwise, of any of part of the Roadway or the Gate. Each Owner will ensure their representatives, agents, contractors, guests,

invitees, family members, licensees, or employees, also do not obstruct and do not damage the Roadway or the Gate; and will take reasonable steps to prevent obstruction of or damage to the Roadway and the Gate.

13.3 Gate to Remain Locked. The Gate will remain locked at all times unless it is in active use.

14. **Responsibility For Damage.** In the event any Owner, or that Owner's agent, contractor, guest, invitee, family member, licensee, or employee (collectively, Damaging Owner), causes damage to any portion of the Roadway or the Gate, the Damaging Owner will be solely responsible for the cost and expense of any Work required to repair that damage, and to restore all affected areas, or appurtenances.

15. **Indemnification/Hold Harmless.** Each Owner will release, defend, indemnify, and hold harmless all other Owners, and those other Owners' respective lenders or mortgagees (if any), from all claims, demands, suits, judgments, damages, costs, and expenses, including court costs and reasonable attorneys' fees (collectively, "Claims"), that arise from or in any respect relate to any exercise of or use of the Roadway or the Gate by that Owner, or that Owner's representatives, agents, contractors, guests, invitees, family members, licensees, or employees; except, however, to the extent the Claim was caused by the negligence or willful act of the other Owner, or of that other Owner's agent, contractor, guest, invitee, family member, licensee, or employee, the described release, defense, indemnification, and hold harmless will not apply.

16. **Grantee's Acceptance.** A Person's acceptance of a deed that conveys title, or a Person's execution of any contract for the purchase of all or any part of the Fox, Corrigan, Yu, Anderson, or O'Brian Property, will be construed as that Person's acceptance that the relevant deed or contract is subject to each and all this Agreement's provisions.

17. **Amendment/Termination.** This Agreement may be amended or terminated only if and when unanimously agreed to in writing signed by all Owners of the Properties, and of the Turner Property. Any amendment or termination of this Agreement will take effect following the recording of the document with the Skagit County Auditor.

18. **No Third-party Benefit.** Except as specifically provided in this Agreement, no right, privilege, or immunity, of any Owner will inure to the benefit of any third party; nor will any third party be a beneficiary of any of this Agreement's provisions.

19. **Dispute Resolution.** In the event of a dispute under this Agreement, including whether to incur costs and expenses for Work, or payment for any that Work, the Owners will submit the dispute to mediation. The costs of mediation will be shared equally by the mediating

Owners. If the Owners are unable to reach a solution via the mediation process, the Owners will together choose one arbitrator whose decision(s) regarding the Owners' dispute will be final and bind the Owners. If the Owners are unable to agree on an arbitrator, each Owner of a Parcel will select one arbitrator, and those arbitrators will select the arbitrator who will determine the Owners' dispute. The arbitration will be heard in Mount Vernon, Washington. The Revised Code of Washington, Section 7.04A, and the Washington Superior Court Mandatory Arbitration Rules, as amended, will control the arbitration procedures. The arbitrator's decision will be binding and non-appealable. At the election of any Owner, the arbitrator's decision may be filed with the Skagit County Superior Court for enforcement of its terms. Any prevailing Owner in the arbitration will be entitled to its attorney's fees and costs, in an amount determined by the arbitrator. The arbitrator will have the power to allocate those costs and fees in a manner the arbitrator determines to be fair and equitable.

20. Run with the Land. All rights and obligations, and every term of and described in, this Agreement is perpetual and will run with the land; is appurtenant to the Properties described in this Agreement; and will be binding on and inure to the benefit of all Owners who have or acquire any right, title, or interest in the Properties.

21. Governing Law. Any dispute that arises out of this Agreement will be governed by the laws of the State of Washington.

22. Complete Agreement. This Agreement is a completely integrated document and will supersede any prior or contemporaneous written or verbal agreements or understandings related to the Roadway or Gate it describes.

23. Paragraph Headings. This Agreement's paragraph headings are for convenience only and will not be considered when construing this Agreement.

24. No Waiver. Any failure by any Owner to enforce any of this Agreement's provisions will not operate as a waiver of that provision.

25. Severability. Should any provision of this Agreement be found to be invalid or unenforceable, all other provisions will remain enforceable and binding.

26. Signatures; Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which, taken together, will constitute one and the same Road and Gate Maintenance Agreement.

IN WITNESS WHEREOF, the Parties enter into this Road and Gate Maintenance Agreement on the day and year last signed.

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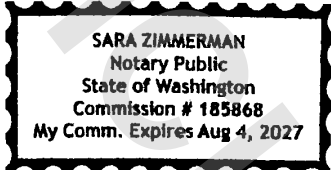
James W. Fox
James W. Fox

5/29/24
Date

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I have satisfactory evidence that James W. Fox is the person who appeared before me and acknowledged that he executed this Reservation and Grant of Access and Utility Easements and did so as his free and voluntary act and deed for the uses and purposes it mentions.

GIVEN under my hand and official seal May 29, 2024.



Sara Zimmerman
Name: Sara Zimmerman
Notary Public in and for the State of Washington
Residing at: Anacortes
My Commission expires on: Aug 4, 2027

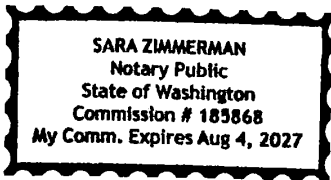
Rebecca J. Fox
Rebecca J. Fox

5/29/24
Date

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I have satisfactory evidence that Rebecca J. Fox is the person who appeared before me and acknowledged that she executed this Reservation and Grant of Access and Utility Easements and did so as her free and voluntary act and deed for the uses and purposes it mentions.

GIVEN under my hand and official seal May 29, 2024.



Sara Zimmerman
Name: Sara Zimmerman
Notary Public in and for the State of Washington
Residing at: Anacortes
My Commission expires on: Aug 4, 2027

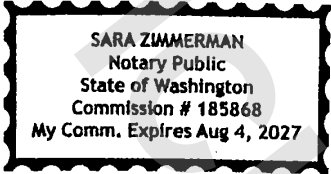
Thomas O'Brian
Thomas O'Brian

5/22/2024
Date

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I have satisfactory evidence that Thomas O'Brian is the person who appeared before me and acknowledged that he executed this Reservation and Grant of Access and Utility Easements and did so as his free and voluntary act and deed for the uses and purposes it mentions.

GIVEN under my hand and official seal May 29, 2024.



Sara Zimmerman
Sara Zimmerman
Name: Sara Zimmerman
Notary Public in and for the State of Washington
Residing at: Anacortes
My Commission expires on: Aug 4, 2027

Exhibit C
Legal Descriptions

Fox Property:

Parcel "A"

Lot 3 of Short Plat No. PL05-0893, approved May 19, 2008, recorded May 19, 2008, under Skagit County Auditor's File No. (AFN) 200805190147, records of Skagit County, Washington; being a portion of Government Lots 4, 5 and 6 in Section 9, Township 34 North, Range 2 East, W.M.

Situate in Skagit County, Washington.

Parcel "B"

An easement for ingress and egress as conveyed in document recorded on September 6, 2018, under Auditor's File No. 201809060135, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Subject to all conditions, covenants, restrictions, reservations, and easements of record.

Corrigan Property:

Lot 2, Skagit County Short Plat PL05-0893, as approved May 16, 2008, and recorded May 19, 2008, under Auditor's File No. 200805190147, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 9, Township 34 North, Range 2 East, W.M.

Subject to all conditions, covenants, restrictions, reservations, and easements of record.

Situate in Skagit County, Washington.

Agreement of Access & Utility Easements

Exhibit C

Exhibit C**Yu Property:**

Lot 1, Skagit County Short Plat PL-04-0849, as approved January 23, 2008, and recorded January 28, 2008, under Auditors File No. 200801280010, records of Skagit County, Washington; being a portion of Government Lot 4, located in the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 9, Township 34 North, Range 2 East, W.M.

Together with tidelands of the second class lying in front of the above described tract of land.

Subject to all conditions, covenants, restrictions, reservations, and easements of record.

Situate in Skagit County, Washington.

Anderson Property:

Lot 3, Skagit County Short Plat No. PL04-0849, as approved January 23, 2008 and recorded January 28, 2008 under Auditor's File No. 200801280010, being in a portion of Government Lot 4, Section 9, Township 34 North, Range 2 East, W.M., Records of Skagit County, Washington. Except that portion thereof described as follows:

Beginning at the northwest corner of said Lot 3; thence south 7-25-54 east along the west line of said Lot 3, common with the east line of Lot 1, said Short Plat No. PL04-0849, for a distance of 82.43 feet to a southeast corner of said Lot 3, also being the northwest corner of Lot 2, said Short Plat No. PL04-0849; thence north 88-27-43 east along the common line between said Lots 2 and 3 for a distance of 111.91 feet to the northeast corner of said Lot 2; thence north 6-27-42 west for a distance of 82.30 feet, more or less, to the north line of said Lot 3 at a point bearing north 88-27-43 east from the point of beginning; thence south 88-27-43 west along said north line for a distance of 113.31 feet, more or less, to the point of beginning. Together with that portion of Lot 2, Skagit County Short Plat No. PL04-0849, as approved January 23, 2008 and recorded January 28, 2008 under Auditor's File No. 200801280010, being in a portion of Government Lot 4, Section 9, Township 34 North, Range 2 East, W.M. and being more particularly described as follows:

Agreement of Access & Utility Easements**Exhibit C**

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Exhibit C

Beginning at the northeast corner of said Lot 2; thence south 7-25-54 east along the east line of said Lot 2, common with the west line of said Lot 3 Skagit County Short Plat No. PL04-0849, for a distance of 244.42 feet to an angle point in said line; thence south 16-57-58 east along said line for a distance of 271.6 feet, more or less, to the shoreline of Similk Bay; thence southwesterly along said shoreline for a distance of 65.2 feet, more or less, to a point bearing south 6-27-42 east from the point of beginning; thence north 6-27-42 west for a distance of 548.5 feet, more or less, to the point of beginning. Includes tidelands of second class lying in front of the above described tract of land.

Situate in Skagit County, Washington.

O'Brian Property:

Lot 1, Skagit County Short Plat No. PL05-0893, as approved May 16, 2008 and recorded May 19, 2008, under Auditor's File No. 200805190147, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 9, Township 34 North, Range 2 E, W.M.

Subject to all conditions, covenants, restrictions, reservations, and easements of record.

Situate in Skagit County, Washington.

Turner Property:

Government Lot 6, Section 9, Township 34 North, Range 2 East

Subject to all conditions, covenants, restrictions, reservations, and easements of record.

Situate in Skagit County, Washington.

Agreement of Access & Utility Easements**Exhibit C**

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