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Skagit County Auditor

WHEN RECORDED RETURN TO:

Anacopper LLC
2018 R Avenue
Anacortes, WA 98221

**ACCOMMODATION
RECORDING ONLY**

M-22589

Private Road Joint Use And Maintenance Agreement

GRANTOR: Anacopper LLC, a Washington Limited Liability Company

GRANTEE: Owners of the Subdivision The Crossings-Anacortes

LEGAL DESCRIPTION: (5.2000 ac) SW1/4 SW1/4 SW1/4, SECTION 23, TOWNSHIP 35 NORTH,
RANGE 1 EAST, W.M., EXC W 586FT OF S 325FT THOF & EXC W 20FT &
EXC N 33FT THOF TGW PTN S 33FT OF N 693FT DESC AF#887647

ASSESSOR'S TAX PARCEL
IDENTIFICATION NUMBER: P31752 350123-3-002-0201

PRIVATE ROAD JOINT USE AND MAINTENANCE AGREEMENT

This Private Road and Joint Use Maintenance Agreement dated the 14 day of December 2022 entered into by Anacopper LLC a Washington Limited Liability Company, "Grantor" and the present owner of The Crossings.

RECITALS

WHEREAS, the roads within The Crossings are private roads situated in Anacortes, Skagit County, State of Washington, and

WHEREAS, the undersigned parcel owner, its heirs, successors, and assigns are the owners and users of the Roadway Property situated in Anacortes, Skagit County in the State of Washington, commonly known as Crosswinds Court and as shown on the recorded final plat of The Crossings.

WHEREAS, the current owners, future owners, successors, heirs and assigns and users all though not signatories to this agreement have certain easement rights and responsibilities.

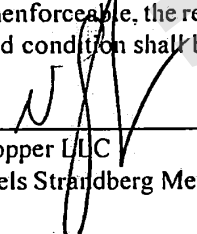
NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Vehicle and pedestrian Access Easement.** The Roadway Property shall be subject to perpetual, nonexclusive easement for ingress and egress granting access to owners within The Crossings and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by government officials, utility districts to conduct routine inspections and/or maintenance.
2. **Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting utilities to installed and maintained to service The Crossings owners.
3. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by owners, occupants, agents, employees, guests, utility services and emergency vehicles. The parcel owners shall work together to coordinate the repair and maintenance activities so as to make the repairs and maintenance as economical as possible and to minimize interference with the parcels owner's use of the roadway. To the extent reasonably possible, any repairs, maintenance or capital improvements will be obtained through competitive bidding for the purpose of cost comparison.
4. **Snow Plowing.** If the private road shall require snowplowing to permit safe access, the cost shall be shared by parcel owners as indicated in Paragraph no. 3 and 7 herein. Individual driveway snow plowing, if desired will be invoiced to the parcel owner directly by the snowplow contractor.
5. **Road Use.** Property owners will exercise reasonable care in their use of the roadway so as to not cause more than normal wear and tear. Any damage caused to the

easement area as a result of extraordinary use shall include but not limited to the movement of construction equipment, moving vans, commercial vehicles or other oversized trucks and heavy equipment will be the sole responsibility of the parcel owner or vehicle operator. The property owner is responsible for damages caused to the road by his or her contractors, subcontractors or delivery trucks. In the event that any owner or owners or their agents, employees or invitees cause damage and fail to make the repairs, all costs to repair shall become a burden upon the land of such owner or owners with a lien enforceable as set forth in paragraph 9 herein.

6. **Parking.** For the safety of the residents, all parties using the road easement shall refrain from prohibiting, restricting, limiting or interfering with normal ingress and egress and use by others, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road.
7. **Cost Sharing.** Road maintenance, snowplowing and road improvement costs, will be shared equally between all property owners using the access road. A majority vote of parcel owners is required for any road maintenance or improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified, estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph 8 herein, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.
8. **Emergency Repairs.** If repairs are deemed unsafe for passage, the owners and or Whistle Lake Owners Association will have the authority to make emergency repairs as needed without notification to the residents on the road. In such cases the party requesting emergency repairs will make their best effort to notify owners of the repair. Upon repairs the owners will be notified of the repair, repair cost and amount due from the residents, as well as the reason for the emergency repairs. Reimbursement will be within 30 days and paragraph 9 herein.
9. **Enforcement.** It is hereby agreed, that should any owners within the properties benefitted by this easement fail to pay their respective share of any costs to improve, repair or maintain the easements areas, within the allotted time noted, the remaining owners may pay for the non-paying owner's share. In such event, the paying owners shall have the right to place a lien against the non-paying owner's real property and improvements. All expenses for the claim together with interest and reasonable attorney fees necessary for collection, shall become a lien against the parcel of the defaulting parcel owner(s) until said account is paid in full. Each parcel owner's obligation to pay his or her share of the cost will be an enforceable personal obligation of the parcel owner.

10. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all lot owners. All parties shall share in the cost of the arbitration.
11. **Annual Road Review.** The parcel owners participating in this agreement will notify the other parcel owners of any observed improvements or repairs. Parcel owners will discuss improvements or repair per paragraph no. 3 above.
12. **Voting Rights.** If a parcel is owned by more than one person, all the owners of a parcel will collectively be referred to as the "parcel owner" for the purpose of this agreement, and will be entitled to only one collective vote; i.e., each parcel represents one voice in the matters covered by this agreement
13. **Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private.
14. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.
15. **Amendment.** The provisions in this agreement shall only be amended in writing and with the consent of property owners participating in this agreement.
16. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.


Anacopper LLC
By: Nels Strandberg Member

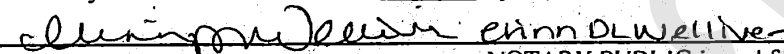
Dec 14 2022
Dated

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 ss.)
COUNTY OF SKAGIT)

On this day personally appeared before me Nels Strandberg, known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal the 14th day of December, 2022


NOTARY PUBLIC in and for the

State of Washington residing at
Anacortes

My Commission Expires: 4/1/2026

