

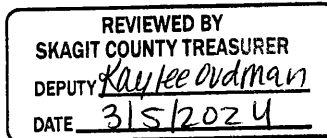


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Skagit County Auditor

Filed for Record at Request of and
After Recording, please return to:

KSA Investments LLC
16559 Country Club Dr.
Burlington, WA 98233



PRIVATE ROAD JOINT USE AND MAINTENANCE AGREEMENT

Grantor: KSA Investments LLC
Grantee: Homeowners in Bay Heights Plat
Assessors Tax Parcel No: P20974
Legal Description: See Attached Exhibit A Legal Description

This Private Road and Joint Use Maintenance Agreement dated the 15 day of December 2023 entered into by KSA Investments, a Washington Limited Liability Company ("Grantor") and the Homeowners in Bay Heights Plat.

RECITALS

WHEREAS, the road within The Bay Heights Plat is a private road situated in Burlington, Skagit County, State of Washington, and

WHEREAS, the undersigned parcel owner, its heirs, successors, and assigns are the owners and users of the Bay Heights Private Road situated in Burlington, Skagit County, Washington, commonly known as Bay Heights Place and as shown on the recorded final plat of The Bay Heights Plat.

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 Bay Heights Private Road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.
2. Utility Easement. The Bay Heights Private Road shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting utilities to installed and maintained to serve the Bay Heights Plat 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 Bay Heights Homeowners Association shall be responsible for the repair and maintenance activities so as to make the repairs and maintenance as economical as possible and to minimize interference with the owner's use of the roadway. To the extent reasonably

4. possible, any repairs, maintenance or capital improvements will be obtained through competitive bidding for the purpose of cost comparison.
5. Snow Plowing. If the private road shall require snowplowing to permit safe access the cost shall be responsibility of Bay Heights Homeowners Association. Individual driveway snow plowing, if desired will be the responsibility of each owner.
6. 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 8 herein.
7. 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. Parking is also always prohibited in, and within the immediate vicinity of, the emergency vehicle turn around located adjacent to lot #'s 9-11. Additionally overflow parking is prohibited within the Peterson Road Right-of-way.
8. Cost Sharing. Road Maintenance, snowplowing and road improvement costs will be the responsibility of the Bay Heights Homeowners Association.
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 Bay Heights Homeowners Association shall have the right to place a lien against the non-paying owner's real property and improvements. All expenses for the clam 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.
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 the 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 in their annual Homeowners Association meeting.
12. Voting Rights. Voting rights will be determined by the CC&R Homeowner's Association.
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.


KSA Investments LLC

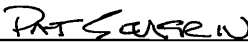
By: Brandon Atkinson, President

02/20/24
Dated

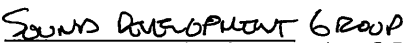
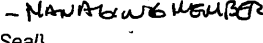
IN WITNESS THEREOF, the Declarant has caused this Declaration to be duly executed and sealed this {day} of {month and year}.

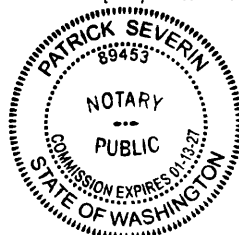
Signed, sealed, and delivered in the presence of:

{Developer's Name}


Witness


Notary Public Signature and Stamp

By: 
{Name and Title} - 
{Corporate Seal}



APPENDIX A

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.; THENCE WEST 20 RODS (330 FEET) TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49 RODS (808.50 FEET); THENCE WEST 60 RODS (990 FEET); THENCE NORTH 49 RODS (808.5 FEET); THENCE EAST 60 RODS (990 FEET) TO THE TRUE POINT OF BEGINNING,

EXCEPT THE EAST 337.5 FEET THEREOF,

EXCEPT THAT PORTION THEREOF LYING WITHIN THE WEST 495 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 2,

EXCEPT STATE HIGHWAY 1-C RUNNING ALONG THE NORTH LINE THEREOF,

AND EXCEPT DITCH RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.