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WHEN RECORDED RETURN TO:

Skagit County Auditor

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12/4/2017 Page

1 of 10 2:38PM

SCOT S. SWANSON  
BELCHER SWANSON LAW FIRM, PLLC  
900 DUPONT STREET  
BELLINGHAM, WA 98225

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|                            |                                                                  |
|----------------------------|------------------------------------------------------------------|
| Document Title:            | Declaration of Landscape Easement                                |
| Declarant:                 | Classic Transitions, LLC                                         |
| Legal Description:         | LOTS 3 & 4 OF BOUNDARY LINE ADJUSTMENT SURVEY<br>AF#201606100121 |
| Assessor's Tax Parcel ID#: | P133514, P133515                                                 |

### **DECLARATION OF LANDSCAPE EASEMENT**

**THIS DECLARATION OF LANDSCAPE EASEMENT** (the "Declaration") is made and entered into this 4<sup>th</sup> day of December 2017, by Classic Transitions, LLC ("Declarant").

#### **RECITALS:**

A. Declarant owns real property located in Skagit County, Washington, legally described as follows:

See Exhibit "A".

Hereinafter referred to as "Lot 4".

B. Declarant also owns real property located in Skagit County, Washington, legally described as follows:

See Exhibit "B".

Hereinafter referred to as "Lot 3".

C. Lot 3 fronts on D Street in Anacortes and Lot 4 is an adjoining pipe stem lot with 30 feet of frontage on D Street.

D. Currently, a new residence has been constructed on Lot 3, while Lot 4 remains a vacant lot. Landscaping and an irrigation system were constructed in Lot 3 and over a portion of Lot 4 but are designed to be benefited by Lot 3. There is also a fence to be constructed enclosing

the landscaped area or a portion of Lot 4. It is also contemplated that landscaping, irrigation and fencing will be constructed when a future residence is constructed on Lot 4.

E. Except as described herein, the Declarant's intent is that the easements granted herein be exclusive, such that the benefited owner shall be permitted to treat the Easement Area in the same manner as if the land and improvements were the sole and exclusive property of that owner.

F. Declarant desires to provide a landscaping easement in favor of Lot 3 over a portion of the pipe stem of Lot 4 and Declarant also desires to provide a landscaping easement in favor of Lot 4 over a portion of Lot 3.

G. The further purpose of this Declaration is to establish the terms and conditions for which the Easement Areas will be used.

**NOW, THEREFORE,** the Declarant hereby grants, declares and conveys as follows:

1. **Lot 3 Landscape Easement.** Declarant hereby grants, conveys and declares, an easement on, over, across, and under that portion of Lot 4 legally described on the attached Exhibit "C" depicted on the attached Exhibit "D" ("Lot 3 Easement Area") for the purposes stated herein. This Easement is for the benefit of Lot 3.

2. **Lot 4 Landscape Easement.** Declarant hereby grants, conveys and declares, an easement on, over, across, and under that portion of Lot 3 legally described on the attached Exhibit "C" depicted on the attached Exhibit "D" ("Lot 4 Easement Area") for the purposes stated herein. This Easement is for the benefit of Lot 4. Collectively, the Lot 3 Easement Area and Lot 4 Easement Area are the "Easement Areas".

3. **Purpose of Easement.** The easements granted herein permits the benefited property owner to install and maintain landscaping within the Easement Area. The Easement Areas may be used by owners and occupants for landscaping and recreational purposes. The benefitted owner's rights shall be to maintain and utilize the area for landscaping, vegetation and ground covering. Improvements, structures and fences may be installed in the Easement Areas, subject to paragraph 4 below. Such landscaping shall be similar in design to what exists within

the Lot 3 Easement Area as of the date of this Declaration, which is customary type landscaping for a single-family residence in the area.

4. **Improvements, Structures and Fences.** Improvements, structures and fences may be installed within the Easement Areas. Provided, prior to installation of any improvements, structures or fences, the benefited owner shall obtain written permission from the servient owner prior to commencing work on installation. It is contemplated that a fence will be constructed within the Lot 4 Easement Area.

5. **Maintenance.** The owner of the benefitted property shall be responsible for the care, maintenance and repair of their respective Easement Area at their sole cost and expense, such that the areas remain in good and slightly condition. Such maintenance includes, but is not limited to, mowing the lawn on a regular basis so that it does not become unsightly, trimming any shrubs and vegetation, and weeding. In addition, any structures, improvements, irrigation system, fencing, or landscape plantings within the Easement Areas shall be maintained in good repair at the sole expense of the owner of the benefitted property.

6. **Covenants.** Lot 3 and Lot 4 are part of a development referred to as Edge of Old Town and are subject to a Declaration of Covenants, Conditions, Restrictions and Reservations for Edge of Old Town recorded at Skagit County Auditor's File No. 201612080077. Nothing in this Declaration affects these covenants. There are restrictions on fencing and other matters that need to be complied with by the parties.

7. **Extent of Easement.** This Declaration is for the benefit of Lot 3 and Lot 4, with both being the Dominant Estate and Servient Estate for different easements and gives to the owner of Lot 3 and Lot 4 the sole right to the exclusive use and enjoyment of the Easement Area.

8. **Indemnity.** Each owner agrees to indemnify, hold harmless and defend the other owner from any and all claims for injuries and/or damages suffered by any person or property, which may be caused by an owner's exercise of rights herein granted; provided any owner shall not be responsible for any injuries and/or damages to any person or persons caused by acts or omissions of the other owner.

9. **Insurance.** The owner of Lot 3 and Lot 4 shall maintain liability and property insurance reasonable in the industry, which coverage shall include any structures and/or liability within the Easement Areas of which they benefit.

10. **Binding Effect.** In all respects, the provisions of this Declaration 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.

11. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

12. **Dispute Resolution – Binding Arbitration.** The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Declaration. Accordingly, any such disputes shall be resolved as follows:

a. **Stage 1:** Each party is required to immediately notify the other party, in writing, of each and every dispute or disagreement arising out of or related to this Declaration. Upon such written notification, the parties shall, as soon as practicable but in no event longer than 20 days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by both parties. If the parties cannot resolve the dispute as provided in this paragraph, the dispute shall be resolved as set forth below:

b. **Stage 2:** If any such dispute identified above is not resolved within 30 days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to RCW 7.04A. The party wishing to have the dispute referred to binding arbitration shall provide written notice to the other party within 10 days following the meeting described in Stage 1. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the Presiding Judge of the Skagit County Superior Court shall select the arbitrator at the soonest practicable regular Civil Motions Calendar following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the procedures for the arbitration. The arbitration shall be heard in Anacortes, Washington within 30 days from the date the non-filing party was provided notice of the arbitration, unless otherwise agreed. The decision of the arbitrator shall be binding and non-

appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

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

14. **Entire Agreement.** This Declaration contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

15. **Pipe Stem Area.** As described in the Recitals above, the Lot 3 Easement Area is located within a pipe stem portion of Lot 4. The pipe stem is also of the legal frontage and access for Lot 4. If at any time the City of Anacortes determines that this easement violates its City Code in regard to the legal requirements for Lot 4, then the easements over both Lot 3 and Lot 4 will automatically terminate and have no further force and effect. The benefited lot owner may remove any personal property, improvements, structures or landscaping from the Easement Area within ten (10) days of termination of the easement. After the ten (10) day period, the servient lot owner will have complete dominion and control over the Easement Area, including any personal property, improvements, structures or landscaping. If Lot 4 ever needs a portion of the Lot 3 Easement Area for ingress/egress or utilities, as required by the City of Anacortes, then it may utilize certain portions of the Lot 3 Easement Area. Provided, any area not utilized for such purposes will be continued to be governed by this Declaration. To the extent there is any existing utilities located within any Easement Area, they shall be allowed to continue.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

**DECLARANT:**

CLASSIC TRANSITIONS, LLC

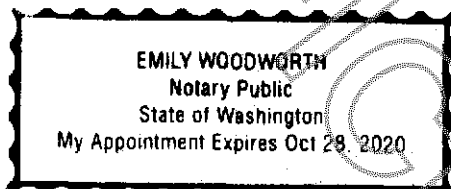
By: Mark W. Harris  
Mark W. Harris, its Member

By: Susan M. Harris  
Susan M. Harris, its Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

On this 4 day of December, 2017, before me personally appeared Mark W. Harris, to me known to be a Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said company 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.

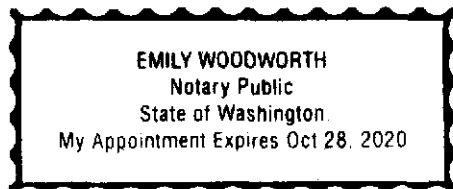


PRINTED NAME: EMILY WOODWORTH  
Notary Public in and for the State of Washington,  
residing at Skagit County  
My commission expires: 10/28/2020

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

On this 4 day of December, 2017, before me personally appeared Susan M. Harris, to me known to be a Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that she 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.



PRINTED NAME: EMILY WOODWORTH  
Notary Public in and for the State of Washington,  
residing at Skagit County  
My commission expires: 10/28/2020

*easement*  
**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

**DEC 04 2017**

Amount Paid \$  
Skagit Co. Treasurer  
By *mf* Deputy

**EXHIBIT "A"**

LOT 4 OF BOUNDARY LINE ADJUSTMENT SURVEY AF#201606100121, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 203, CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION OF LOTS 1 THROUGH 4, INCLUSIVE, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89-24-57 WEST, 95 FEET; THENCE NORTH 00-35-17 EAST, 79.84 FEET; THENCE SOUTH 89-25-42 EAST, 90 FEET; THENCE SOUTH 25-58-49 EAST, 11.18 FEET; THENCE SOUTH 00-35-17 WEST, 69.86 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

LOT 3 OF BOUNDARY LINE ADJUSTMENT SURVEY AF#201606100121, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 203, CITY OF ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89-24-57 WEST, 95 FEET; THENCE NORTH 00-35-17 EAST, 79.84 FEET; THENCE SOUTH 89-25-42 EAST, 90 FEET; THENCE SOUTH 25-58-49 EAST, 11.18 FEET; THENCE SOUTH 00-35-17 WEST, 69.86 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT "C"**

### **Legal Description for Lot 3 Easement Area and Lot 4 Easement Area**

Legal Description for Landscaping Easement on Lot 3 for the benefit of Lot 4.

A Landscaping easement on and across West 6.00 feet of Lot 3 for the benefit on Lot 4 of the Boundary Line Adjustment Survey recorded on June 10, 2016 under Skagit County Auditor's File No. 201606100121.

Legal Description for Landscaping Easement on Lot 4 for the benefit of Lot 3.

A Landscaping easement on and across Lot 4 for the benefit on Lot 3 of the Boundary Line Adjustment Survey Recorded on June 10, 2016 under Skagit County Auditor's File No. 201606100121 and described as follows:

Commencing in the Northeast corner of Lot 4;  
Thence South 0°35'17" West, 15.00 feet to the POINT OF BEGINNING;  
Thence North 89°25'42" West, 89.00 feet;  
Thence South 0°35'17" West, 5.00 feet;  
Thence South 89°25'42" East, 84.00 feet;  
Thence South 25°58'49" East, 11.18 feet;  
Thence North 0°35'17" East, 15.00 feet to the POINT OF BEGINNING.

**EXHIBIT "D"**

**11TH STREET**  
S 89°25'42" E 209.83'

**LOT 4**  
1114 D AVE  
BLA AF #201606100121  
P133515

**LOT 3**  
1112 D AVE  
BLA AF #201606100121  
P133514

**LOT 1**

**LOT 2**

**LOT 3**

**LOT 4**

**LOT 5**

**LOT 6**

**LOT 7**

**LOT 8**

**LOT 14**

**LOT 15**

**LOT 16**

**LOT 17**

**LOT 18**

**LOT 19**

**LOT 20**

**LOT 21**

**LOT 22**

**LOT 23**

**LOT 24**

**LOT 25**

**LOT 26**

**LOT 27**

**LOT 28**

**LOT 29**

**LOT 30**

**LOT 31**

**12TH STREET**  
S 89°24'12" E 149.89'

**D AVENUE**  
N 00°35'17" E 99.86'

**GRAPHIC SCALE**  
20 0 20 40 80  
( IN FEET )  
1 inch = 40 ft.

**HERRIGSTAD ENGINEERING & SURVEYING**  
4320 WHISTLE LAKE ROAD  
ANACORTES, WA 98221 299-8804

**PRIVATE LANDSCAPING EASEMENTS**  
SCALE: NOTED

**1112 "D" Avenue & 1114 "D" Avenue**  
DATE: November 16, 2017

DATE: November 16, 2017