

When recorded return to:

RR Summit NW, LLC
2018 R Avenue
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 02/02/2023

M-22606

Document Title:

Exclusive Landscape Easement and Maintenance Agreement
2307 Antone Way Anacortes, WA 98221 and
3913 West 12th Street Anacortes, WA 98221

Reference Number:

Grantor(s):

1. RR Summit NW, LLC

Grantee(s):

1. Gerald Huffman
2. Nan Huffman

Abbreviated Legal Description:

(0.3400 ac) LOT 15 OF ROCK RIDGE SOUTH PHASE 3, AF#200806300185; BEING A PORTIONS OF TRACT G OF ROCK RIDGE SOUTH PHASES 1 AND 2, AF#200701240094, LOCATED IN NW ¼ OF THE NW ¼ SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST.

(0.1800 ac) LOT 1, PLAT OF ROCK RIDGE WEST, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITRS FILE NO. 200203250231, RECORDS OF SKGIT COUNTY, WASHINGTON. BEING A PORTION OF NORTHWEST ¼ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 1, W.M.

Assessor Parcel/Tax ID Number:

P127685
P119043

Exclusive Landscape Easement and Maintenance Agreement
2307 Antone Way Anacortes, WA 98221
3913 West 12th Street Anacortes, WA 98221

THIS EXCLUSIVE LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT, (hereinafter "Agreement") entered into this 24th day of January, 2023, is made and executed by and between RR Summit NW LLC owner(s) and or assigns, of 2307 Antone Way Anacortes, WA whose address is 2018 R Avenue Anacortes, WA 98221 hereinafter referred to as "Grantor" and Gerald and Nan Huffman owners of 3913 West 12th Street Anacortes, Washington 98221 hereinafter referred to as "Grantee".

WHEREAS, Grantor hereby grants unto Grantee its successors, and assigns, an Exclusive Landscape Easement and Maintenance Agreement over and upon the Grantors property for the purpose of continued maintenance of improvements placed on a portion of the Northern 10 feet of 2307 Antone Way as referenced in the Driveway Access Easement recorded under AFN 200501200122.

NOW THEREFORE, in consideration of the hereinabove set forth are the mutual terms, conditions and obligations, the parties agree as follows:

1. It is agreed that Grantee shall have the right of entry and access and is granted permission to install, maintain, repair, remove or the replacement of landscape vegetation, trees, hardscape features, and irrigation system. At all times landscape within the easement area will meet the landscape standards of the recorded Covenants, Conditions, Restrictions for The Rock Ridge South Phase 3 sections 6.2 Height Restrictions and 7. Landscaping and General Property Maintenance.
2. All installation, maintenance, repairs or replacement of the easement area improvements or damage caused to the Grantors property while accessing or maintaining the easement area is the financial responsibility of the Grantee. In the event the Grantee does not maintain the landscape in accordance with this agreement, the Grantor will notify the Grantee in writing and document with photos requesting corrective action. If the condition is not corrected within thirty (30) days, this agreement will become null and void.
3. No alterations shall be made to the existing property except within the easement area, no temporary or permanent buildings shall be placed on or over the said Easement Area.
4. For the duration of this agreement Grantee hereby agrees to indemnify, defend, and hold harmless Grantor (s) from any and all claims, liability, loss, damage, personal injury or injury to Grantee or Grantees Agents, occurring within the easement area as depicted in the recorded Driveway Access Easement AFN 200501200122.
5. The rights and responsibilities set forth in this Exclusive Landscape Easement and Maintenance Agreement shall bind the parties hereto, their heirs, representative, successors, and assigns.

WHEREAS, Grantor states that it has full authority to enter into the agreement, and that the signatory has authority to execute the agreement.

IN WITNESS WHEREOF, the undersigned have agreed for this Exclusive Landscape Easement and Maintenance Agreement to be executed this 24th Day of January, 2023.

This Agreement to be signed by the following parties:

RR Summit NW, LLC-Nels Strandberg
Gerald Huffman
Nan Huffman



Grantor Initial

Exclusive Landscape Easement and Maintenance Agreement
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RR Summit NW, LLC

Nels Strandberg

Title Member

Dated January 04, 2023

STATE OF WASHINGTON)

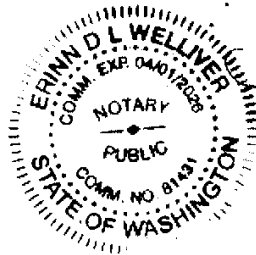
) ss

County of Skagit)

On this day personally appeared before me, Nels Strandberg,
Nels Strandberg
RR Summit NW, LLC

to be known as the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same at his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 2023.



Erin D L Welliver
NOTARY PUBLIC in and for the State of Washington.

residing at Chenault WA

My Commission Expires 4/1/2026

**Exclusive Landscape Easement and Maintenance Agreement
Signature Page 3 of 3**

Nan Huffman
3913 West 12th Street
Anacortes, WA 98221

Nan Huffman
Nan Huffman
Owner

1/24/2023
Dated

STATE OF WASHINGTON)

) ss

County of Skagit)

On this day personally appeared before me, Nan Huffman,

to be known as the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same at his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 2023.



Erin D. Welliver
NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes WA 98221

My Commission Expires 4/1/2026

Exclusive Landscape Easement and Maintenance Agreement
Signature Page 2 of 3

Gerald Huffman
3913 West 12th Street
Anacortes, WA 98221


(Gerald Huffman
Owner

Dated January 24, 2023

STATE OF WASHINGTON)
) ss
County of Skagit)

On this day personally appeared before me, Gerald Huffman.

to be known as the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same at his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of January, 2023.




NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes WA 98221

My Commission Expires 4/1/2026