

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 220
BELLINGHAM, WA 98226



200805010005
Skagit County Auditor

5/1/2008 Page 1 of 3 9:13AM

TITLE OF DOCUMENT: RESTRICTIVE EASEMENT AGREEMENT
AF# OF AFFECTED DOCUMENT: 200707230124
GRANTORS: MONTREAUX I, LLC
GRANTEES: GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION: LOTS 40 AND 41, PLAT OF MONTREAUX PHASE 1, PER
PLAT AF# 200707230124
ADDT'L LEGAL DESCRIPTION: PAGE 1

Parcel Nos. P126433
P126434

RESTRICTIVE EASEMENT AGREEMENT

THIS AGREEMENT is made this 29 day of April, 2008, by MONTREAUX I, LLC (the "Declarant"), for the purpose of securing perpetual easement rights for a landscape buffer over portions of Lots 40 and 41 (the "Buffer Area") in the Plat of Montreaux Phase 1 (the "Community"), as set forth in Exhibit A hereto.

WITNESSETH THAT:

WHEREAS, the Plat for Montreaux Phase 1 was recorded at Auditor's File No. 200707230124, records of Skagit County, Washington.

WHEREAS, the City of Mount Vernon reviewed and approved a Planned Unit Development ("P.U.D.") map for the Community. The P.U.D. maps, appearing at Pages 8 and 11 of the Plat, included the Buffer Area as a portion of Common Area Tract 903, lying along the western boundary of Lots 40 and 41, per Mount Vernon Municipal Code 17.93.040.

WHEREAS, when the Plat for Montreaux Phase 1 was recorded, the Buffer Area was inadvertently left off of the platting documents, as shown on Pages 4 and 5 of the Plat, and the western boundaries of Lots 40 and 41 extend to the boundary of the Community.

WHEREAS, Declarant is the owner of Lots 40 and 41 in the Community.

WHEREAS, the existence of the Buffer Area on Lots 40 and 41 is a legal requirement of Mount Vernon for the continued existence of the Community.

WHEREAS, in order to ensure compliance with Mount Vernon's legal requirements, and to clarify any confusion which may be caused by the existence of inconsistent maps, Declarant intends to establish the Buffer Area as a perpetual easement over and across portions of Lots 40 and 41, as set forth in Exhibit A hereto.

NOW, THEREFORE, for and in consideration of the resolution of the several matters described above, for the benefit of the general public and the City of Mount Vernon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant agrees as hereinafter provided:

1. Agreement for Maintenance of the Buffer Area. An incorporated lot owners association [the "Association"] will be formed to maintain, repair, replace, manage and insure the common amenities and certain Tracts of the Plat of Montreaux Phase 1. The Association shall treat the Buffer Area as if it were a portion of Tract 903 of the Plat. Additional information regarding the maintenance responsibilities of the Association is or will be set forth in the Declaration of Covenants for the Community. The Association shall maintain, repair and replace all fencing materials at the easterly edge of the Buffer Area, as well as all vegetation and other buffering features located in the Buffer Area.

2. Grant of Easement. Declarant hereby grants to the Association and the City of Mount Vernon for the joint use and benefit thereof, a perpetual non-exclusive easement on, over, under and across the Buffer Area, for the purposes described in the Plat. The owners of Lots 40 and 41 shall make no use of Buffer Area.

3. Amendment of this Agreement. Amendments to this Agreement shall be made by an instrument in writing entitled "Amendment to Restrictive Easement" which sets forth the entire amendment. Every amendment to this Agreement must be signed by the owner(s) of Lots 40 and 41, must be approved in writing by the City of Mount Vernon, must be recorded with the County Auditor and is effective only upon recording. An amendment shall contain a cross-reference by recording number to this Agreement and each previously recorded amendment thereto.

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed effective as of the date first written above.

MONTREAUX I, LLC:


Brian Gentry, Its Manager



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me and said person acknowledged that he signed this RESTRICTIVE EASEMENT AGREEMENT, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of MONTREAUX I, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 29, 2008.



Catherine Tallentire
Notary Public in and for the State
of Washington, residing at Mount Vernon
My Commission expires: July 29, 2011

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 01 2008

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



200805010005
Skagit County Auditor