



201512180107

Skagit County Auditor  
12/18/2015 Page\$78.00  
1 of 6 4:17PM

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

JERRY HAMMER  
4040 Mount Baker Hwy  
Everton, WA 98247

## ASSIGNED/RELEASED DOCUMENTS:

1. None

## GRANTOR:

1. Jerry Hammer

## GRANTEE:

1. Jerry Hammer

LEGAL DESCRIPTION: Full legal descriptions found on pages 1 &amp; 2.

Abbreviated:

1. Ptn Lot 12, Plat of Avalon Heights, AF#200708220070, located in SE ¼ NW 1/4
2. Lot 10, Plat of Avalon Heights, AF#200708220070

## ASSESSOR'S PARCEL NUMBER(S):

1. 4939-000-012-0100/P126694
2. 4939-000-010-0000/P126690

CHICAGO TITLE  
620026025-M

## LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT ("Agreement") is declared this 5<sup>th</sup> day of November, 2015, by JERRY HAMMER, a married man dealing in his separate property (hereinafter "Hammer"):

**WHEREAS,** Hammer is the owner of certain real property legally described as follows (the "Benefited Property"):

Lot 10, as delineated on the Plat of Avalon Heights, according to the plat thereof, recorded under Auditor's File No.200708220070, records of Skagit County, Washington.

Situate in Skagit County, Washington.

**WHEREAS,** Hammer is also the owner of certain real property which is legally described as follows (the "Burdened Property"):

That portion of Lot 12 located in the Southeast quarter of the Northwest quarter of Section 10, Township 35 North, Range 4 East, as delineated on the Plat of Avalon Heights, according to the plat thereof, recorded under Auditor's File No.200708220070, records of Skagit County, Washington.

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

Page 1 of 6

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
EASEMENT  
DEC 18 2015

Amount Paid \$  
Skagit Co. Treasurer  
By HB Deputy

Situate in Skagit County, Washington.

**WHEREAS,** Hammer has previously planned and permitted the Plat of Avalon Heights, which is a residential development currently consisting of eleven (11) residential lots and one large open space lot (Lot 12), and Hammer desires to provide an exclusive easement to the Benefited Property for purposes of providing use of certain portions of the Burdened Property immediately adjacent to the Benefited Property that are bordered by various access roads and easements; and

**WHEREAS,** this Agreement will benefit the Plat as a whole since the Benefited Property will have the obligation of maintenance of the Easement Area in exchange for exclusive use of the Easement Area (as such term is defined below).

**NOW, THEREFORE,** based upon the covenants and conditions contained herein, and no monetary consideration, Hammer as the sole owner of the Benefited Property and the Burdened Property hereby declares as follows:

1. Exclusive Easement Granted and Described. Hammer hereby grants to the owner of the Benefited Property, an exclusive easement over, under, along, through and across those portions of the Burdened Property legally described on Exhibit A attached hereto and incorporated herein by this reference and approximately depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"). Said Easement Area is for the purpose of providing a landscaping and privacy buffer between the Benefited Property and the bordering access roads and for such other uses as the Benefited Property owner would like to make consistent with this Agreement. The owner of the Benefited Property will have full and unrestricted use of the Easement Area for constructing and maintaining any landscaping and fencing, storage sheds, as well as any other legal purposes not inconsistent with this Agreement and permissible by governing rules, laws and regulations.

2. Easement Maintenance. All costs of maintaining, repairing, improving or otherwise connected with said Easement Area shall be borne by the owner of the Benefited Property. The Benefited Property owner shall take all actions needed to ensure that the Benefited Property owner's use of the Easement Area in no way interferes with the use of the existing easements for access and utilities as show on the Plat of Avalon Heights. The Benefited Property owner shall not take any action, or construct any improvement in the Easement Area, that could possibly create a safety issue for drivers on the neighboring access easements by interfering with sight distance or otherwise. Notwithstanding anything contained herein to the contrary, all property taxes for the Easement Area shall be paid by the owner of the Burdened Property. This provision shall be construed as a covenant running with the land.

3. Nature and Extent. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the owners of the Benefited Property and the burden of the owners of the Burdened Property, their heirs, successors and assigns.

4. Duration. The term of duration of this easement shall be perpetual.
5. Indemnity. The owner of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owner of the Burdened Property, and its successors and assigns from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in, on or around the Easement Area or in connection with the use of the Easement Area by the owner of the Benefited Property, their employees, agents, licensees, contractors, tenants, guests and invitees, unless such loss, damage, liability or expense is caused by the gross negligence or intentional misconduct of the owner of the Burdened Property, or their employees, agents, licensees, contractors, tenants, guests or invitees.
6. Captions. The captions and sections titles set forth in this Agreement are for convenience only and shall not be deemed to limit or define the contents of the respective section.
7. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public, or for the general public, or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.
8. Attorneys' Fees. If it shall be necessary for any party to this Agreement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.
9. Severability. Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.
10. Controlling Law. This Agreement has been made under the laws of the State of Washington, and such laws will control its interpretation.

IN WITNESS WHEREOF, Hammer has executed this Agreement on the day and year first above written.

  
\_\_\_\_\_  
Jerry Hammer

STATE OF WASHINGTON )

COUNTY OF WHATCOM )

ss.

On this day personally appeared before me, **Jerry Hammer**, to me known to be the individual described herein and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes stated herein.

Dated this 5th day of November, 2015.



Nicole L. Terpstra  
Notary Public in and for the State of

Washington, residing in Lynn, WA

My commission expires: 2-21-19

**Exhibit A**

**Legal Description of Easement Area**

That portion of Lot 12 located in the Southeast quarter of the Northwest quarter of Section 10, Township 35 North, Range 4 East, as delineated on the Plat of Avalon Heights, according to the plat thereof, recorded under Auditor's File No.200708220070, records of Skagit County, Washington, described as follows:

That portion of said Lot 12 immediately adjacent to Lot 10 as shown on the Plat of Avalon Heights bounded on the East by the West boundary line of Lot 10 and bounded on the North, South and West by Avalon Heights Way road as depicted on the face of the Plat of Avalon Heights,

And

That portion of said Lot 12 immediately adjacent to Lot 10 as shown on the Plat of Avalon Heights bounded on the North by the South boundary line of Lot 10, bounded on the West by Avalon Heights Way road as depicted on the face of the Plat of Avalon Heights, and bounded on the South and East by the Access and Utility Easement coming off of Avalon Heights Way road as shown on the face of the Plat of Avalon Heights.

Approximately depicted on Exhibit B attached hereto and incorporated herein by this reference.

### Approximate Depiction of Easement Area

