



201802280114

When recorded return to:

BW & NS Investments LLC
PO Box 319
Anacortes, WA 98221

Skagit County Auditor

\$154.00

2/28/2018 Page

1 of

7

1:15PM

**ACCOMMODATION
RECORDING ONLY**

Document Title:

Non-Exclusive Landscape Easement and Maintenance Agreement The Highlands
Lot 6-2712 17th Street Anacortes, WA 98221 and
Lot 13-2714 17th Street Anacortes, WA 98221

Reference Number:

Grantor(s):

1. BW & NS Investments, LLC

Grantee(s):

1. Weakley Craig
2. Peters Claudia

Abbreviated legal description:

(0.4700 ac) LOT 6 OF HIGHLANDS ON FIDALGO ISLAND, RECORDED UNDER AF#200803170001,
BEING A PORTION OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 35
NORTH, RANGE 1 EAST, W.M.

(0.2200 ac) LOT 13 OF HIGHLANDS ON FIDALGO ISLAND, RECORDED UNDER AF#200803170001,
BEING A PORTION OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 35
NORTH, RANGE 1 EAST, W.M.

Assessor Parcel/Tax ID Number:

P127425

P127432

**Non-Exclusive Landscape Easement and Maintenance Agreement
For The Highlands
Lot(s) 6-2712 17th Street Anacortes, WA 98221
Lot 13-2714 17th Street Anacortes, WA 98221**

THIS NON-EXCLUSIVE LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT, (hereinafter "Agreement") entered into this 26th day of February, 2018, is made and executed by and between BW & NS Investments LLC owner(s) and or assigns, of lot 6 - 2712 17th Street Anacortes, WA whose address is PO Box 319 Anacortes, WA 98221 hereinafter referred to as "Grantor" and Craig Weakley and Claudia Peters owners of lot 13-2714 17th Street Anacortes, Washington 98221 hereinafter referred to as "Grantee".

WHEREAS, BW & NS Investments, LLC is the owner of 2712 17th Street Anacortes, Washington 98221 referred to as lot 6 The Highlands.

WHEREAS, Craig Weakley and Claudia Peters are the owners of 2714 17th Street Anacortes, Washington 98221 referred to as lot 13 The Highlands.

WHEREAS, Grantor hereby grants unto Grantee its successors, and assigns, a Non-Exclusive Easement and Landscape Maintenance Agreement of said landscaping over and upon the Grantors property for the continued maintenance of improvements placed on the Westerly portion of the access area to lot 6 as depicted in Exhibit -1 attached hereto.

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

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 to install, plant, maintain, inspect, remove and replace landscape vegetation, trees, features and irrigation system within said Easement Area. No alterations to the existing driveway/access except within the easement area, no structures, temporary or permanent buildings shall be placed on or over the said Easement Area.
2. It is agreed Grantee shall have a right of entry and access to perform any maintenance, repair or replacement of improvements to the Easement Area.
3. All maintenance, repairs or replacement of the improvements or damage caused to the Grantors property is a financial responsibility of the Grantee.
4. It is agreed should Grantee fail to maintain the improved area within this easement free of unsightly weeds or trees, shrubs and plants that are not trimmed and/or the failure to replace dead or dying plants, Grantor shall have the right to maintain and/or rescind said Non-Exclusive Landscape Easement and Maintenance Agreement.
5. In the event Grantor chooses to rescind this Agreement, Grantor shall provide written notification to Grantee 45 days prior to rescinding the agreement. Said notice will outline Grantors reason for rescinding the property agreement. If notice given to Grantee is for failure to maintain landscape Grantee shall have the right to remedy the landscape maintenance within the 45-day notice period, if Grantee brings property into compliance with the terms of this agreement within the 45 days Grantor will have the option to cancel the rescission of said agreement.

Continued

6. Grantor reserves the right to rescind a portion or the entire improved easement area and maintenance agreement should the landscape and/or improvements interfere with property access or permitting requirements for the future home(s) to be located on Lot(s) 6.
7. Should Grantor rescind any portion of this Easement and Maintenance Agreement or in its entirety, Grantor shall pay all costs of such rescinding including the cost to relocate the plants, landscaping materials along the common property line between Lot 6 & Lot 13 and the repairs to Grantees irrigation system within the easement area. Grantor shall give Grantee written 45-day notice of rescission of agreement, upon notice and within the 45 days Grantee has the right to remove any or all plants and landscaping materials from the improved area as not to cause damage to Grantors property. All work for removal will be at the expense of Grantee.
8. For the duration of this Easement 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 shown in Exhibit-1
9. The rights and responsibilities set forth in this Non-Exclusive Landscape Easement and Maintenance Agreement shall bind the parties hereto, their heirs, representative, successors and assigns.

IN WITNESS WHEREOF, the undersigned have agreed for this Non-Exclusive Landscape Easement and Maintenance Agreement to be executed this 26th Day of February, 2018.

This Agreement to be signed by the following parties:

BW & NS Investments, LLC-Nels Strandberg
Craig Weakley
Claudia Peters

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2018

Amount Paid \$
Skagit Co. Treasurer
By man Deputy

[Signatures on Next Page]

Non-Exclusive Landscape Easement and Maintenance Agreement
Signature Page 1 of 3

BW & NS Investments, LLC

Nels Strandberg

Title Member

Dated Feb 24, 2018

STATE OF WASHINGTON

County of Skagit

On this day personally appeared before me,

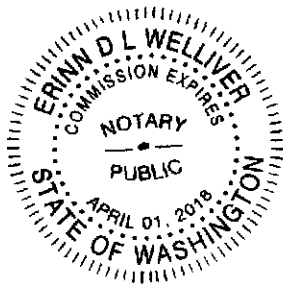
Nels Strandberg

Nels Strandberg

BW & NS Investments, 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 26th day of February, 2018.



Erin D.L. Welliver

NOTARY PUBLIC in and for the State of Washington,

residing at Anacortes WA

My Commission Expires 4/1/2018

[Signatures on Next Page]

Non-Exclusive Landscape Easement and Maintenance Agreement
Signature Page 2 of 3

Craig Weakley
2714 17th Street
Anacortes, WA 98221

Craig Weakley
Lot 13
Craig Weakley
Owner

2/28/18
Dated

STATE OF WASHINGTON)

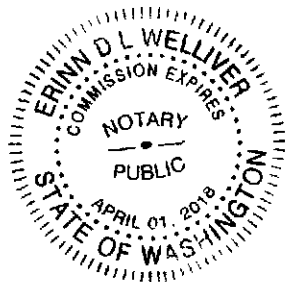
County of Skagit)

) ss
)

On this day personally appeared before me, Craig Weakley,
Craig Weakley

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 28th day of Feb, 2018.



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

My Commission Expires 4/1/2018

[Signatures on Next Page]

Non-Exclusive Landscape Easement and Maintenance Agreement
Signature Page 3 of 3

Claudia Peters
2714 17th Street
Anacortes, WA 98221

Claudia Peters
Lot 13
Claudia Peters
Owner

2/28/2018
Dated

STATE OF WASHINGTON

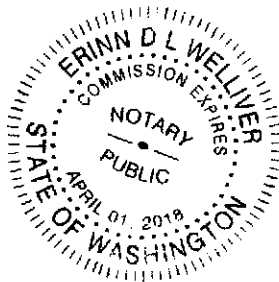
County of Skagit

)
) ss
)

On this day personally appeared before me, Claudia Peters,
Claudia Peters

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 28th day of Feb., 2018.



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

My Commission Expires 4/1/2018

["Exhibit 1" Following Page - End of Document]

