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Skagit County Auditor

After recording return document to:

Nicol Law, PLLC
1204 Cleveland Ave.
Mount Vernon, WA 98273

DOCUMENT TITLE: NATIVE GROWTH PROTECTION EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): ALLEN FAMILY INVESTMENTS, LLC

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

GRANTEE(S): HADDON ROAD HOMEOWNERS ASSOCIATION

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION:

A portion of the South 231 feet of the east 990 feet of Government lot 6i, Section 30,
Township 35 North, Range 2 East, W.M.

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):

P33048 / 350230-0-016-0003

NATIVE GROWTH PROTECTION EASEMENT

THIS AGREEMENT is made this 12th day of JULY, 2018, by and between ALLEN FAMILY INVESTMENTS, LLC (the "GRANTOR"), and the HADDON ROAD HOMEOWNERS ASSOCIATION (the "GRANTEE").

RECITALS:

WHEREAS, the Grantor, as the original Declarant has certain rights of development in that certain Declaration of Covenants for the Haddon Road PUD, and owns and has title to real property legally described as:

That portion of the south 231 feet of the east 990 feet of Government Lot 6, Section 30, Township 35 North, Range 2 East, W.M. beginning at the west edge of the fifteen (15) foot non-disturbance setback as measured from the top of the slope and terminating at the eastern property line. EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded January 30, 1957, under Auditor's file Number 547018, and EXCEPT that portion, if any, lying within the west 330 feet of said Government Lot 6.

Situate in the City of Anacortes, County of Skagit, State of Washington.

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(hereinafter the "Property" or the "Native Growth Protection Easement"); and,

WHEREAS, the Grantor desires to create a Native Growth Protection Easement to benefit the Haddon Road Homeowners Association which has been created in part with the purpose of maintaining and regulating the Native Growth Protection Easement; and,

WHEREAS, the Grantor and Grantee, and their successors in interest, are obligated by the City of Anacortes to designate the Property as a Native Growth Protection Easement and maintain it as such.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

THE GRANTOR, for no consideration and as required by the City of Anacortes, does hereby grant, designate and convey to the GRANTEE a perpetual, NATIVE GROWTH PROTECTION EASEMENT to run with the land under, over, through and across the Property as described herein (the "NATIVE GROWTH PROTECTION EASEMENT").

I Purposes. This easement shall benefit the GRANTEE and burden Lot 13 of the Development and shall be used solely as a NATIVE GROWTH PROTECTION EASEMENT.

II Maintenance: Within the Native Growth Protection Easement, vegetation or tree removal, topping, or trimming is strictly prohibited unless first approved by the City. The owner of Lot 13 or the HADDON ROAD HOMEOWNERS ASSOCIATION, would need to submit an ISA certified Arborist's report that states a tree is dead, diseased, dying, or a hazard to an adjacent property/use along with a geological hazardous area critical area report to the City of Anacortes' Planning Department and Parks and Recreation Department for review and approval (MDNS Condition #5).

III Compliance With Laws and Rules. The Grantor and Grantee shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

IV Reservation of Rights. The Grantor and Grantee reserve all rights with respect to their property, including, without limitation, the right to grant further easements, licenses and permits to others subject to the rights granted in this easement and subject to the verification and approval of the City.

V Subordination. The rights granted herein are subject to permits, leases, licenses and easement, if any, heretofore granted by the Grantor or Grantee affecting the property subject to this easement agreement. The Grantor and Grantee do not warrant title to its respective property and shall not be liable for defects thereto or failure thereof.

VI Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

VII Modification: This agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the signed, written agreement of all parties.

VIII Voluntary Execution: The parties represent, understand and agree that this agreement is made and entered into as their free and voluntary act and that the consideration exchanged is sufficient for the purposes herein.

IX Costs and Attorneys' Fees:

- a. Except as otherwise discussed in this agreement, each party shall bear the cost of their respective attorney's fees and costs incurred to the date of this agreement.
- b. If, however, by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the prevailing party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

X Jurisdiction and Venue: In the event any action is brought to enforce this agreement, the parties agree that Washington State law will control, Jurisdiction will be in the State of Washington and venue shall reside exclusively in Skagit County, Washington.

XI Notice: Any notice required under the terms of this agreement shall be deemed delivered three days after such notice is mailed postage pre-paid via Certified mail, return receipt requested, through the U.S. Postal Service to the parties last know address.

XII MISCELLANEOUS:

- a. The parties agree to execute any and all documents that may be reasonably necessary to effectuate the intent of this Agreement.
- b. Neither party shall assign, transfer or delegate its rights or duties under this Agreement without the prior written consent of the other party.
- c. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.
- d. This agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one agreement.

This agreement is dated as shown above.

GRANTOR:

Allen Family Investments, LLC,

By, TH Allen
THOMAS L. ALLEN, Declarant

GRANTEE:

Allen Family Investments, LLC,

By, TH Allen
THOMAS L. ALLEN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
JUL 12 2018

Amount Paid \$
Skagit Co. Treasurer
By, HB Deputy

