

**LAND TITLE AND ESCROW
ACCOMMODATION ONLY
M-22185**

When recorded return to:

BW & NS Investments, Inc.
PO Box 319
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 08/14/2020

Document Title:

Non-Exclusive Landscape Easement and Maintenance Agreement The Highlands
Lot 5-2803 W 3rd Place and Lot 12-2807 W 3rd Place Anacortes, WA 98221

Reference Number:

Grantor(s):

1. BW & NS Investments, LLC

Grantee(s):

1. John Shafer
2. Christina Shafer

Abbreviated Legal Description:

(0.3100 ac) LOT 5 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

(0.2100 ac) lot 12 OF HIGHLANDS ON FIDALGO ISLAND, RECORDED UNDER AF#200803170001, BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

Assessor Parcel/Tax ID Number:

P127424
P127431

**Non-Exclusive Landscape Easement and Maintenance Agreement
For The Highlands
Lot 5-2803 W 3rd Place Anacortes, WA 98221
Lot 12-2807 W 3rd Place Anacortes, WA 98221**

THIS NON-EXCLUSIVE LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT, (hereinafter "Agreement") entered into this 13th day of August, 2020, is made and executed by and between BW & NS Investments LLC owner(s) and or assigns, of lot 5 – 2803 W 3rd Place Anacortes, WA whose address is PO Box 319 Anacortes, WA 98221 hereinafter referred to as "Grantor" and John Shafer and Christina Shafer owners of lot 12-2807 W 3rd Place Anacortes, Washington 98221 hereinafter referred to as "Grantee".

WHEREAS, Grantor hereby grants unto Grantee its successors, and assigns, a Non-Exclusive Landscape Easement and Maintenance Agreement for said landscaping over and upon a portion of Grantor's property for the continued maintenance of improvements placed on the southern portion of the existing private access easement area of lot 5 as depicted in Exhibit-1 attached hereto (the "Easement Area").

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 the sole responsibility to perform any maintenance, repair, remove or replacement of landscape vegetation, trees, features, and irrigation system in the Easement Area. At all times, landscape within the Easement Area will meet the landscape standards of the recorded Covenants, Conditions, Restrictions For The Highlands sections 3.6.1 Height Restrictions and 3.7.2 Maintenance of Building Lots. All maintenance, repairs or replacement of the landscape and improvements in the Easement Area shall be the financial responsibility of the Grantee.
2. Except as otherwise set forth in Section 1 above, Grantee shall make no alterations to the existing driveway/access except and only to the extent situated within the Easement Area, and Grantee shall not place or construct any temporary or permanent buildings on or over said Easement Area.
3. The rights and responsibilities set forth in this 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 Non-Exclusive Landscape Easement and Maintenance Agreement to be executed this 13th Day of August, 2020.

This Agreement to be signed by the following parties:

BW & NS Investments, LLC-Nels Strandberg
John Shafer
Christina Shafer

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

BW& NS Investments, LLC

Nels Strandberg

Title member

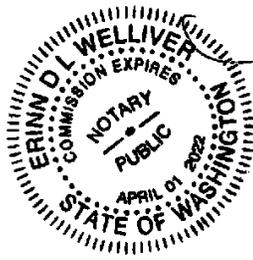
Dated 8/13/20

STATE OF WASHINGTON)
) ss
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 13th day of August, 2020.



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

My Commission Expires 4/1/2022

[Signatures on Next Page]

