

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/12/2023

When recorded return to:

RR Summit NW LLC
2018 R Avenue
Anacortes, WA 98221

Document Title:

Ingress, Egress and Utilities Easement Agreement
Lot 13-2315 Antone Way and Lot 14-2311 Antone Way Anacortes, WA 98221

Reference Number:

Grantor(s):

1. RR Summit NW LLC

Grantee(s):

1. RR Summit NW LLC

Abbreviated Legal Description:

Lots 13 and 14, "PLAT OF ROCK RIDGE SOUTH, PHASE 3," as per plat recorded on June 30, 2008, under Auditor's File No. 200806300185, records of Skagit County, Washington.

Easement Legal description across Lot 14

BEGINNING in the most Southern corner of Lot 14, "PLAT OF ROCK RIDGE SOUTH, PHASE 3," as per plat recorded on June 30, 2008, under Auditor's File No. 200806300185, records of Skagit County, Washington;

Thence North 62°04'16" West, 28.00 feet along the West line of said Lot 14;

Thence North 52°59'51" East, 69.17 feet;

Thence South 1°17'12" West, 44.00 feet along the East line of said Lot 14;

Thence a curve to the left, concave to the North, with a radius Bearing South 2°52'24" West, 50.00', the curve having a distance of 32.74 feet and a delta of 37°30'51" to the POINT OF BEGINNING.

Assessor Parcel/ Tax ID Number:

P127683 / 4960-000-013-0000

P127684 / 4960-000-014-0000

INGRESS, EGRESS AND UTILITIES EASEMENT AGREEMENT

THIS Ingress, Egress and Utilities Easement (this "Easement Agreement"). (hereinafter "Agreement") entered into this 10th day of January, 2023, is made and executed by and between RR Summit NW LLC owner and or assigns, of Lot 14- 2311 Antone Way Anacortes, WA and whose mailing address is 2018 R Avenue Anacortes, WA 98221 hereinafter "Grantor" and RR Summit NW LLC owner and or assigns Lot 13-2315 Antone Way Anacortes, Washington 98221 hereinafter "Grantee".

WHEREAS, the Grantor desires to establish an Easement Agreement for Ingress, Egress and Utilities over, under and upon a portion of Lot 14 as depicted in "Exhibit A" attached hereto for the purpose of Ingress, Egress and Utilities for the of benefit Lot 13 and all Owners, their respective heirs, personal representatives, successors, and assigns.

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

AGREEMENT

In consideration of the foregoing the Grantor acknowledges as follows:

1. **Grant of Easement** Subject to the terms and conditions of the "Easement Agreement", Grantor hereby grants this easement property for the benefit of all Owners of Lot 13 the Plat of Rock Ridge South Phase 3, and their respective successors, assigns and mortgages, an Ingress, Egress and Utilities Easement as more particularly depicted in "Exhibit A" attached hereto. Grantor shall maintain the portion of "Easement Area" not used for access drive to the landscape standards of Rock Ridge South Phase 3. Grantor shall not allow or permit any structure, improvement or landscaping to be located or installed in or to grow upon or within the "Easement Area" which might in any way interfere with the installation, maintenance of utilities, ingress and egress, to Lot 13 (P127683) as depicted in "Exhibit A".
2. **Grantee Rights** Grantee shall have the right to use a portion of said "Easement Area" as depicted in "Exhibit A" as property ingress, egress, utilities and for installation and maintenance of access area. Grantee shall not allow or permit any structure, improvements, or alterations within the "Easement Area" except to the portion used for the access driveway.
3. **Use and Maintenance** Grantee, or its successors and assigns, shall conduct the maintenance repairs associated to the portion of the easement area used specifically for the access driveway and utilities. Expenses thereto shall be shared on a pro-rata basis by lot Owners using the "Easement Area" as access for Lot 13 and 14; provided however, that if any such maintenance, repair or replacement is required as a result of acts or omissions of the Owner of any lot within the "Easement Area", such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.
4. **Indemnity** The Grantee (s) agree to indemnify and hold the Grantor (s) harmless from any and all claims, related to use of said access and utility easement.
5. **Mechanics Lien** Grantee shall not permit any mechanic's or materialman's liens to be enforced against the "Easement Area" in connection with any work performed over, under or across the "Easement Area" by or at the direction of the Grantee.

- 6. Easement Appurtenant The benefits and burdens of the "Easement Area" and covenants herein shall run with and be appurtenant to the "Easement Area" such that a transfer of legal title of the "Easement Area" shall automatically transfer an interest in such benefits and burdens.
- 7. Governing Law This "Easement Agreement" shall be construed in accordance with and governed by the laws of the State of Washington.

EXECUTED, this 10th day of January, 2023

Grantor(s) RR Summit NW LLC

Signature(s): [Signature]

Printed Name: Nels Strandberg

Title of Authorized Representative(s) Member

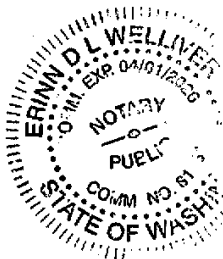
STATE OF WASHINGTON)

) : ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Nels Strandberg is the person who appeared before me, and said person acknowledges that they signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in this instrument.

Dated this 10th day of January, 2023



Signature: [Signature]

Printed Name: Erinn D.L. Welliver

Notary Republic in and for the State of Washington

Residing At: Anacortes WA

My Appointment Expires: 4/1/26

