

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/08/2024

When Recorded Return To:

Strandberg Construction, Inc.
2018 R Avenue
Anacortes, WA 98221

M 22768-LT

Document Title: Retaining Wall Easement Agreement

Reference Number:

Grantor(s):

1. Thomas C. Brodersen and Ann D. Brodersen Trustees of the
2. Thomas C. and Ann D. Brodersen Revocable Trust

Grantee(s)

1. Samantha J. Sunderwirth
2. James Devin Sunderwirth

Abbreviated Legal Description:

(0.3700ac) Lot 13, PLAT OF ROCK RIDGE SOUTH PHASE 3, AS PER PLAT RECORDED JUNE 30, 2008 UNDER AUDITOR'S FILE NO. 200806300185, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOCATED IN NW ¼ SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST.

(0.2900ac) LOT 14 OF ROCK RIDGE SOUTH PHASE 3, AF#200806300185: BEING A PORTION OF G OF ROCK RIDGE PHASES 1 AND 2, AF#200701240094, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOCATED IN NW ¼ SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST.

Assessor Parcel / Tax ID Number:

P127683 / 4960-000-013-0000

P127684 / 4960-000-014-0000

Retaining Wall Easement Agreement
Lot 13-2315 Antone Way Anacortes, WA 98221
Lot 14-2311 Antone Way Anacortes, WA 98221

This Exclusive Easement Agreement, (hereinafter referred to as "Agreement") entered into this 28 day of May, 2024, is made and executed by and between Thomas C. Brodersen and Ann D. Brodersen, trustees of the Thomas C. and Ann D. Brodersen Revocable Trust as "Grantor" and Samantha J. Sunderwirth and James Devin Sunderwirth as "Grantee(s)".

RECITALS

"Grantor" is the owner of that certain real property located at Lot 14-2311 Antone Way Anacortes, WA 98221 and is more particularly described as set forth in Exhibit "A" hereto.

"Grantee" is the owner of that certain real property located at Lot 13-2315 Antone Way, Anacortes, WA 98221 and is more particularly described as set forth in Exhibit "B" hereto.

"Grantee" desires to acquire certain rights of the "Grantors" property.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

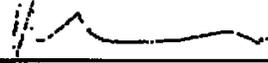
1. **Grant and Use of Easement.** Grantor hereby grants to Grantee use of a perpetual Easement appurtenant to the Grantors property running along a portion of the West property line, the location is described in Exhibit "C" attached hereto ("Easement"). The easement shall be used solely for a Concrete Block Retaining Wall.
2. **Maintenance and Repairs.** Grantee or its successors in interest shall have the obligation to maintain, repair or replace the subject retaining wall, including all work reasonably required to make continuing use of the Easement safe. In the event of repairs it is the Grantees obligation to restore the Grantors property to its condition immediately preceding any such maintenance, repair or replacement, all at Grantees sole cost and expense. Grantor will provide Grantee access to such portions of Grantors property reasonably necessary for Grantee to perform its obligations under this paragraph.
3. **Indemnity.** Grantee or its successors in interest agree to hold harmless, defend and indemnify Grantor or its successors in interest from and against all liabilities, claims, demands, losses, costs, and expenses, including reasonable attorney's fees, costs of court and expert witness fees which Grantor may sustain or incur in connection with either construction, use, maintenance, repair and or replacement of the retaining wall or the performance of the obligations in the preceding paragraph by Grantee or any of its agents, contractors, employees, tenants, licensees, guests, visitors and invitees.
4. **Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein. All other representations or

modifications concerning this Agreement shall be of no force and effect except a subsequent modification in writing signed by Grantor and Grantee. However, the parties agree to execute any documents necessary to accomplish the intent and purpose of this Easement Agreement. All provisions of this instrument including the benefits and burdens, run with the land, and are binding upon and inure to the benefit and or burden of the parties, their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives, and legal representatives. This easement shall at all times be considered and hereby deemed appurtenant to the Grantee's property.

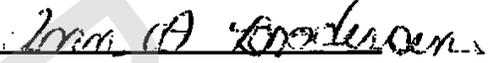
5. Attorney's Fees. In the event of any controversy, claim or dispute relating to the interpretation or enforcement of this Agreement, or relating to the Easement granted hereby, the prevailing party shall be entitled to reasonable attorney's fees and cost, from the non-prevailing parties, including appeal. Any such action shall be brought in Skagit County, Washington.
6. Authority to Bind. By executing this agreement, each of the signatories hereto represents that he or she has the authority to bind the entity which he or she represents.

Executed on May 21, 2024

Thomas C. Brodersen and Ann D. Brodersen,
trustees of Thomas C. Brodersen and Ann D.
Brodersen Revocable Trust



Thomas C. Brodersen Trustee-Grantor



Ann D. Brodersen Trustee-Grantor

Executed on May 20, 2024



Samantha J. Sunderwirth-Grantee

James Devin Sunderwirth



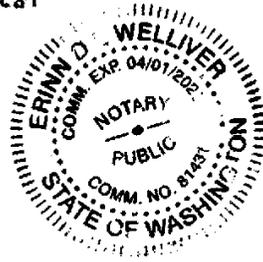
James Devin Sunderwirth-Grantor

Thomas C. Brodersen TTEE 5/28/24
Thomas C. Brodersen and Ann D. Brodersen Revocable Trust Dated
By: Thomas C. Brodersen Trustee

This record was acknowledged before me on May 28, 2024 (date) by
Thomas C. Brodersen (name of individual) as Trustee (title) of
Thomas C & Ann D. Brodersen Revocable Trust (entity name)

WITNESS my hand and Official Seal

Signature [Handwritten Signature]
Notary



My Commission Expires 4/1/2026

Ann D. Brodersen TTEE 5/28/24
Thomas C. Brodersen and Ann D. Brodersen Revocable Trust Dated
By: Ann D. Brodersen Trustee

This record was acknowledged before me on May 28, 2024 (date) by
Ann D. Brodersen (name of individual) as Trustee (title) of
Thomas C & Ann D. Brodersen Revocable Trust (entity name)

WITNESS my hand and Official Seal

Signature [Handwritten Signature]
Notary



My Commission Expires 4/1/2026

5/16/2024 10:46 AM

Exhibit "A"

P127684
XrefID 4960-000-014-0000
2311 Antone Way Anacortes, WA 98221

(0.2900 ac) LOT 14 OF ROCK RIDGE SOUTH PHASE 3, AF#200806300185; BEING A PORTION OF TRACT G OF ROCK RIDGE PHASES 1 AND 2, AF#200701240094, LOCATED IN NW ¼ SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST.

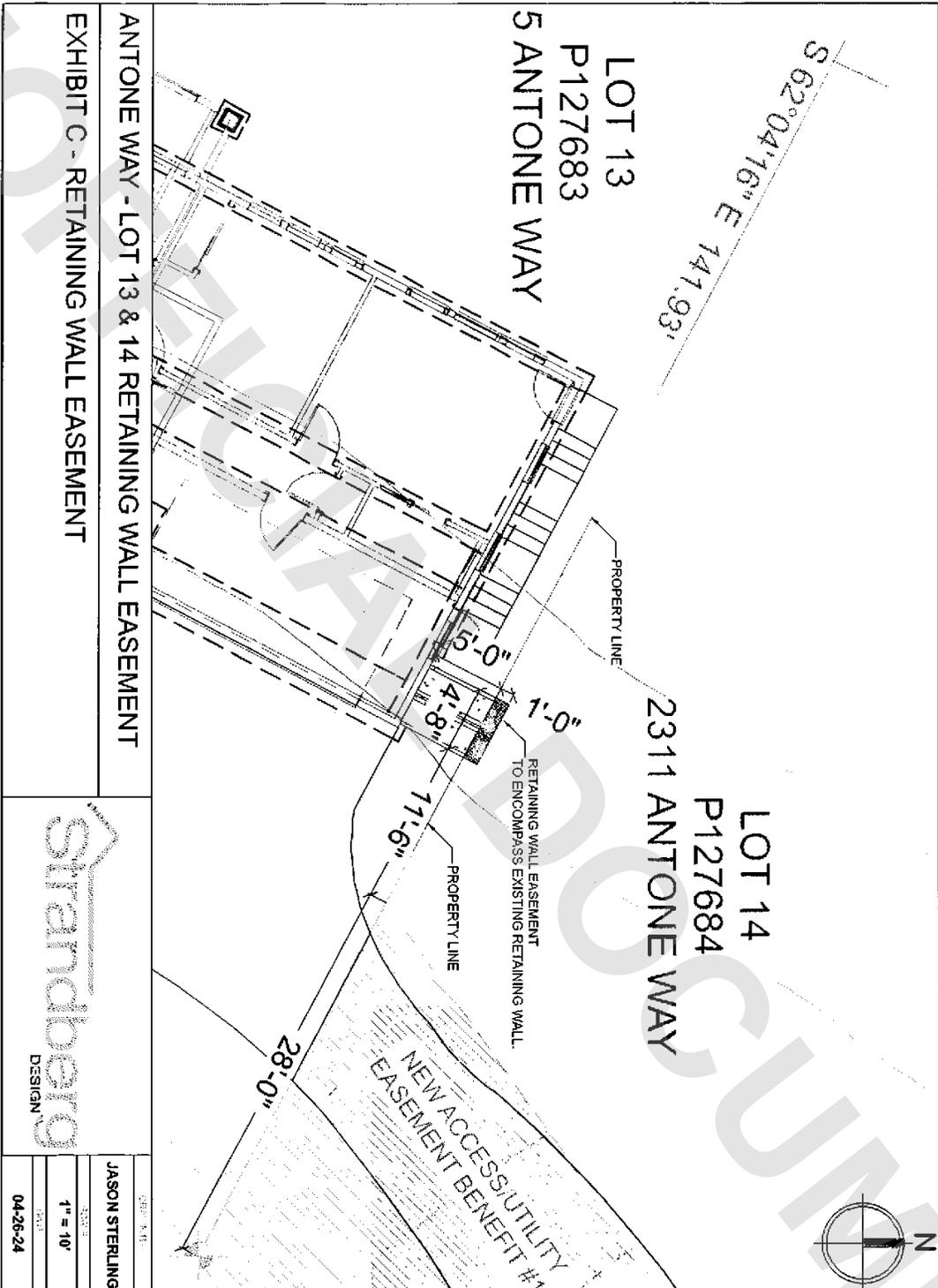
Exhibit "B"

P127683

XrefID 4960-000-013-0000

2315 Antone Way Anacortes, WA 98221

(0.3700ac) LOT 13, PLAT OF ROCK RIDGE SOUTH PHASE 3, AS PER PLAT RECORDED JUNE 30, 2008 UNDER AUDITOR'S FILE NO. 200806300185, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOCATED IN NW ¼ SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST.



ANTONE WAY - LOT 13 & 14 RETAINING WALL EASEMENT
EXHIBIT C - RETAINING WALL EASEMENT

Strandberg
DESIGN

DATE: 7.11.24
DRAWN BY: JASON STERLING
SCALE: 1" = 10'
PROJECT: 04-26-24