



202510280017

10/28/2025 09:03 AM Pages: 1 of 6 Fees: \$512.00  
Skagit County Auditor

WHEN RECORDED RETURN TO:  
PAUL WOODMANSEE  
PTW HOMES, LLC  
702A METCALF STREET, STE. A  
SEDRO WOOLLEY, WA 98284

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *[Signature]*  
DATE 10/28/2025

Document Title: Declaration of Landscape Easement and Maintenance Agreement  
Declarant/Grantor/Grantee: PTW Homes, LLC, a Washington limited liability company  
Abbrev. Legal Description: Ptn NE ¼ of SW ¼ of S19, T35N, R5E  
Tax Parcel No. P39825

**DECLARATION OF LANDSCAPE EASEMENT  
AND MAINTENANCE AGREEMENT**

**THIS DECLARATION OF LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT (“Easement”)** is made by PTW Homes, LLC, a Washington limited liability company (“**Declarant**”) and is effective the date all parties have affixed their signature hereto.

**RECITALS:**

- A. Declarant owns real property situated in Skagit County, Washington, legally described in *Exhibit 1* (“**Project**”).
- B. Declarant intends to develop the Project into a 12-lot plat, subject to covenants, conditions, restrictions and reservations (“**Covenants**”).
- C. One of the lots (Lot 1) created within the Project will not be subject to the Covenants. Lot 1 is legally described in *Exhibit 2* (“**Lot 1**”).
- D. Lot 1 abuts State Street and the Declarant desires to establish a landscape easement over Lot 1 for the benefit of the Pioneer Landing Homeowners Association (“**Association**”).
- E. The purpose of this Easement is to establish the easement and maintenance obligations as set forth herein.

NOW, THEREFORE, the Declarant hereby grants, declares and conveys as follows:

- 1. Lot 1 Landscape Easement. Declarant hereby grants, conveys reserves, and declares, a perpetual, exclusive easement on, over, and across, that portion of Lot 1 legally

described as the eastern fifteen feet (15') of Lot 1 ("**Easement Area**"). This Easement is for the benefit of the Association.

2. Purpose and Scope of Easement. The easement granted herein shall be for the limited purpose of ensuring the ongoing maintenance, appearance, and upkeep of landscaping within the Easement Area.

3. Maintenance. The owner of Lot 1 shall at its sole cost and expense, maintain the Easement Area in a neat, clean, healthy, and well-maintained conditions, consistent with the surrounding community standards as may from time to time be set by the Association. Such maintenance includes, but is not limited to, mowing on a regular basis, trimming any shrubs and vegetation, weeding, replacement of dead or dying plants. Removal of debris and litter, and irrigation so that it remains in good condition and does not become unsightly.

4. Association's Right to Cure. In the event the Lot 1 owner fails to maintain the Easement Area in accordance with this Easement, and such failure continues for fifteen (15) days after written notice from the Association specifying the nature of the violation, the Association shall have the right, but not the obligation, to enter upon the Easement Area at reasonable times and perform or cause to be performed such maintenance or repairs as it deems necessary or appropriate, and recover the costs thereof from the Lot 1 Owner. Such obligation shall constitute a personal obligation on the owner of the lot, as well as a lien against the lot, as of the date due, and such lien may be foreclosed by the Association in the same form and manner or procedure as a foreclosure of real estate lien under the laws of the State of Washington. The expenses of the Association's right to cure, costs of attorney, court costs and interest at the rate of twelve percent (12%) per annum, shall be included with the judgment of foreclosure of such lien.

5. Miscellaneous.

a. Severability. If one or more of the provisions of this Easement, or its application, is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application shall in no way be affected or impaired.

b. Applicable Law. This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Easement.

c. Running Covenants. This Easement is, and in all events shall be, understood to relate to the properties described in *Exhibit 1* and *Exhibit 2* and shall be deemed to be covenants running with the land and shall inure to and be binding upon the parties' respective successors, assigns, heirs and personal representatives.

d. Binding Effect. In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are appurtenant to the land

above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to, and personal representatives of the parties hereto.

e. No Waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision.

f. No Termination Upon Breach. No breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Easement.

g. Enforcement. If either party allegedly violates the terms of the Easement and the other party employs or uses an attorney or sues to enforce the terms of the Easement, the prevailing party shall be awarded its reasonable costs and attorney's fees in addition to such other relief as may be allowed.

h. Amendment. This Easement may be amended only by written instrument executed by all parties.

*/// Signature Page Follows ///*

**DECLARANT:**

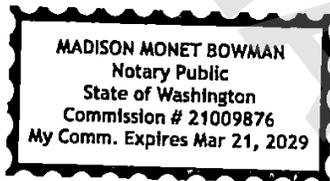
PTW HOMES, LLC

By:   
Paul Woodmansee, its Manager

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF SKAGIT        )

On this 11 day of October, 2025 before me personally appeared Paul Woodmansee, to me known to be the Manager of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
PRINTED NAME: Madison Bowman  
Notary Public in and for the State of Washington,  
residing at 3230 - Woodley  
My commission expires: March 21, 2029

**EXHIBIT "1"**

ALL THAT PORTION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CORNER COMMON TO THE PLAT OF BINGHAM PLACE, RECORDED IN VOLUME 10 OF PLATS, PAGES 17 AND 18, RECORDS OF SKAGIT COUNTY AND PARAGON SOUTH CONDOMINIUM, RECORDED IN VOLUME 12 OF CONDOMINIUMS, PAGES 83 AND 84, RECORDS OF SKAGIT COUNTY.

THENCE SOUTH, ALONG THE EAST LINE OF SAID PLAT OF BINGHAM PLACE AND THE SOUTHERLY EXTENSION OF SAID LINE TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND THE TERMINUS OF THIS LINE DESCRIPTION;

EXCEPT THAT PORTION, IF ANY, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTHERLY MARGIN OF THE UNDEEDED COUNTY ROAD COMMONLY KNOWN AS STATE STREET WHERE THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PLAT OF BINGHAM PLACE AS IDENTIFIED ABOVE WOULD INTERSECT IT. THENCE SOUTH 88°35'48" EAST A DISTANCE OF 170.20 FEET TO A POINT DESCRIBED AS POINT A, THE POINT OF BEGINNING OF THIS LINE DESCRIPTION.

THENCE FROM POINT A, NORTH 01°30'16" WEST A DISTANCE OF 647.69 FEET, MORE OR LESS, TO INTERSECT THE SOUTHERLY LINE OF PARAGON SOUTH CONDOMINIUM, AS IDENTIFIED ABOVE AND THE TERMINUS OF THIS LINE DESCRIPTION;

ALSO EXCEPT THAT PORTION, IF ANY, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT POINT A, DESCRIBED ABOVE; THENCE SOUTH 1°30'16" EAST TO INTERSECT THE SOUTH LINE OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND THERMINUS OF THIS LINE DESCRIPTION.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "2"**  
**LEGAL DESCRIPTION OF LOT 1**

Lot 1, Plat of Pioneer Landing, according to the plat thereof, recorded under Auditor's File Number 202510280014, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.