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Kathy Hill, Skagit County Auditor

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COVER SHEET

RETURN TO:

PAUL W. TAYLOR
4865 HERON BEACH LANE
BOW, WA 98232

DOCUMENT TITLE(S) (or transactions contained herein):

GRANT / RESERVATION OF VIEW EASEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

200004060082
200004060081

ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. TAYLOR PAUL W.
- 2.
- 3.
- 4.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 31 2000

Amount Paid \$
Skagit Co. Treasurer
By *SW* Deputy

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. TAYLOR, PAUL W.
2. TAYLOR, CAROLYN C.
- 3.
- 4.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

LOT B SHORT PLAT 64-78 LOT 3 SHORT PLAT 95-040
LOT A SHORT PLAT 64-78

ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

360335-4-007-0009 / 360335-4-007-0108
360335-3-008-0109 / 360335-3-008-0000

TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

GRANT/RESERVATION OF VIEW EASEMENT

This Grant/Reservation of View Easement is made this 31st day of May 2000 between Paul W. Taylor ("Grantor" herein) and Paul W. Taylor ("Grantee A" herein) and Carolyn C. Taylor ("Grantee B" herein).

1. Recitals

A. WHEREAS Grantor is the owner of the following legally described property:

Lot 3 of Short Plat 95-040, recorded under Skagit County Auditors file number 9701100062, on January 10, 1997, being a portion of the Southeast Quarter of the Southwest Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington. (Also known as 5884 Cedar Drive, Bow, Washington and hereinafter referred to as "Grantor's property").

B. WHEREAS Grantee A is the owner of the following legally described property:

Lot A of Short Plat 64-78, recorded in Skagit County Auditors file number 888174 on September 26, 1978, being a portion of the North half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington. (Hereinafter referred to as "Grantee A's Property").

C. WHEREAS Grantee B is the owner of the following legally described property:

Lot A of Short Plat 64-78, recorded under Skagit County Auditors file number 888174 on September 26, 1978, being a portion of the North half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington. (Hereinafter referred to as "Grantee B's Property").

D. WHEREAS Grantor has entered into a real estate purchase and sale agreement with a third party, ~~Dytec LLC~~, for the sale of the Grantor's property.

Mindy Osetek

E. WHEREAS Grantor's property lies to the west and down slope of Grantee A's and Grantee B's property and all property's have a view to the West, extending from the Olympic Mountains on the South to the Island to the North, unobstructed except for distant trees remaining on the Grantor's property:



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F. WHEREAS it is the intent of Grantor to reserve a view easement across Grantor's property for the benefit of Grantee B's Property in accordance with the terms and conditions of the grant herein.

G. WHEREAS Grantor is selling Lot 3 of Short Plat 95-040 legally described in paragraph A above to ~~Dytek, L.L.C.~~ ^{MINDY OSETEK} and as part of that purchase and sale agreement, ~~Dytek L.L.C.~~ ^{MINDY OSETEK} has reviewed, negotiated, approved the terms of this agreement herein as indicated by its approval by the authorized signature set forth below. PT CT
MO

NOW, wherefore, for the consideration of maintaining the current view and value of Grantee A's & B's properties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. Grant/Reservation of Easement

Grantor hereby grants to Grantee B and/or reserves to Grantee a view easement across Grantor's property in accordance with the following terms:

- A. No structures, trees, or other natural or un-natural obstacles shall be placed or erected on Grantor's property that extends vertically above the highest point of the existing roofline with the exemption of the trees located next to the house which will remain untouched. Any new buildings, structures, plants or trees shall be located no closer than four (4) feet from the western boundary of the roadway easement on the eastern side of Grantor's Property and shall not exceed eight (8) feet in height at that point nor exceed an imaginary line drawn from the eight (8) foot vertical point to the highest point of the existing roofline.
- B. Grantee A or Grantee B shall have the right to top off any tree with the exception of those referred to in Paragraph A, at Grantee A's or Grantee B's sole expense, any tree or bush that exceeds the imaginary line that extends from the eight (8) foot vertical point located no closer than four (4) feet from the western boundary of the roadway easement located on the eastern side of Grantor's Property to the highest point of the roofline of the residence on Grantee's Property at 5884 Cedar Drive, Bow, Washington.
- C. The owner of Grantee A's or Grantee B's Property by written notice shall have the right to request to enter property with seven (7) days notice and both parties being in agreement with date and time designating which trees are to be topped. Grantee A and Grantee B will exercise care in the topping of the trees in such a way so as not to damage the remainder of the tree or cause permanent harm to the tree. Any tree that is topped which dies within one year after being topped shall be replaced by similar tree within two (2) weeks. Property shall be left in the same condition as it was found prior to trimming. Any and all risks, liabilities, or damage occurring to Grantor's property, other trees, bushes or structures



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during the trimming process shall be assumed by Grantee A and/or Grantee B, as applicable. Grantee A and/or Grantee B, as applicable, assume all risks and liabilities that may occur to themselves or their agents or employees in carrying out the terms of this paragraph.

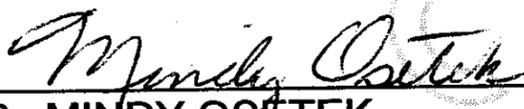
- D. Grantor shall maintain a hedge at a height not to exceed eight (8') feet and placed at a distance not closer than four (4) feet from north, and south of property lines, except on the eastern side of Grantor's Property the hedge shall be no closer than four feet from the western boundary of the roadway easement
- E. All notices required under agreement shall be in writing and personally delivered or be mailed to Grantor or Grantee herein at the address designated by Grantor and Grantee or if not designated the address on file with the Skagit County Treasurer's Office. Notices shall be deemed effective, failed, upon the second day following deposit thereof in the United States Mails, postage prepaid, certified or registered mail, return receipt requested, or upon personal delivery thereof. If otherwise given, either party may change the address to which notices are given by giving written notice.
- F. Grantees herein shall not assign their rights, privileges, or benefits under this agreement to any third party without prior written consent of Grantor.
- G. The parties agree to exercise their best efforts and good faith to resolve any issues associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute pertaining to this easement, including the interpretation of this agreement, then the parties first agree to submit the matter to mediation for resolution. If the parties are unable to resolve any dispute through mediation, then the parties agree to submit the matter to binding arbitration under the Mandatory Arbitration Rules of the Superior Court for Skagit County Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable and the prevailing party shall be awarded its reasonable attorney fees and costs as part of the Arbitrator's decision. The arbitrator shall give strong consideration to the intent of this agreement in making any decision. The prevailing party shall be the party that substantially prevails in the dispute.
- H. The benefits, burdens and covenants of the view easement granted herein shall be deemed to run with the land and bind the Grantor's Property and Grantee A's Property and Grantee B's Property, the Grantor and Grantees herein, their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.
- I. This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements, which may modify or affect this



easement agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This view easement grant and reservation agreement shall be construed according to the laws of Washington.

Approved as to form and content

~~BY~~TEK L.L.C. (Purchaser of Grantor's Property)

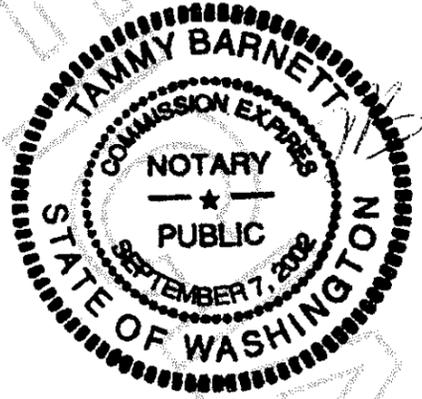

By MINDY OSETEK
~~Its Manager~~



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

I certify that Carolyn C. Taylor appeared personally before me as Grantee B and signed this instrument and acknowledged it to be her free and voluntary act for all purposes mentioned in this instrument.

Tammy Barnett
Tammy Barnett, Notary Public
My Appointment expires 9-7-2002.



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