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Skagit County Auditor

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Document Title:

Easement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Fiorito, Randy A
2. Fiorito, Monica A

Grantee(s):

☐ additional grantee names on page ____

1. Fiorito, Randy A
2. Fiorito, Monica A.

Abbreviated legal description:

☐ full legal on page(s) ____

35-36-3

Lots 3-4, Samish Island Estates

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P 81512
81509

RESERVATION OF SIDEYARD SETBACK EASEMENT

Reference Nos.: 199909130011

Section, Township and Range: Sec. 35, T36N, R3E

Tax Parcel No./Account No.: P81512/4403-000-004-0019

P81509/4403-000-003-0010

Grantors: Fiorito

Grantees: Fiorito, their heirs, successors, and assigns

THIS RESERVATION OF SIDEYARD SETBACK EASEMENT is made this 16 day of July 2004, by RANDY A. FIORITO AND MONICA A. FIORITO, Husband and Wife, ("Grantors"), and RANDY A. FIORITO AND MONICA A. FIORITO, ("Grantees").

RECITALS

1. Grantors, RANDY A. FIORITO AND MONICA A. FIORITO, husband and wife, are the owners of real property are legally described as follows: Lot 3, "PLAT OF SAMISH ISLAND ESTATES", as per plat recorded in Volume 12 of Plats, page 69, records of Skagit County (hereinafter "Grantors' Property").

2. Grantees, RANDY A. FIORITO AND MONICA A. FIORITO, husband and wife, are the owners of real property legally described as follows: Lot 4, "PLAT OF SAMISH ISLAND ESTATES", as per plat recorded in Volume 12 of Plats, page 69, records of Skagit County (hereinafter "Grantees' Property").

3. The purpose of this reservation is for Grantees to reserve an exclusive perpetual setback appurtenant easement along a seven-foot wide strip of land along the east boundary of the Grantors' Property for the benefit of Grantee's Property to allow for construction of a swimming pool up to the west boundary of Grantees' Property and to meet Skagit County sideyard setback requirements.



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NOW, THEREFORE, THE AS FOLLOWS:

1. Grantors hereby grant to Grantees, and/or hereby reserve unto Grantees, an exclusive perpetual setback appurtenant easement across a seven foot wide strip of land along the east boundary line of Grantors' property, legally described as follows:

Beginning at the Southeast corner of Lot 4 "PLAT OF SAMISH ISLAND ESTATES", as per plat recorded in Volume 12 of Plats, page 69, records of Skagit County, thence north 130 feet on the boundary line to the TRUE POINT OF BEGINNING, thence west seven feet, thence north 100 feet, thence east seven feet, thence south 100 feet to the TRUE POINT OF BEGINNING. (hereinafter "Setback Easement Area").

2. Grantees shall be solely responsible for the upkeep, maintenance and repair of the Setback Easement Area defined herein.
3. Subject to the provisions of paragraph 2, Grantees covenant and agree not to place any trees, plants, or shrubs that will exceed ten (10) feet in height in the Setback Easement Area.
4. The parties agree to exercise their best efforts and good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for the superior Court of 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 that the prevailing party shall be awarded its reasonable attorney fees and costs as art of the Arbitrator's decision.
5. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantors' property, and the Grantees' property, the Grantors and Grantees, and 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.



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6. This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements that may modify or affect this easement reservation. This reservation and agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

GRANTORS:

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 03 2004

Amount Paid \$0
Skagit County Treasurer
By: *mam* Deputy

Randy Fiorito
RANDY A. FIORITO

Monica A. Fiorito
MONICA A. FIORITO

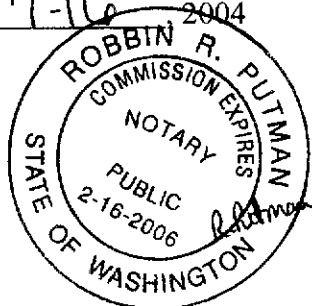
ACCEPTANCE BY GRANTEEES:

Randy Fiorito
RANDY A. FIORITO
Monica A. Fiorito
MONICA A. FIORITO

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that RANDY A. FIORITO personally before me and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED 7-16 2004



Robbin R. Putman
Robbin R. Putman Notary Public
My Appointment Expires: 2-16-06



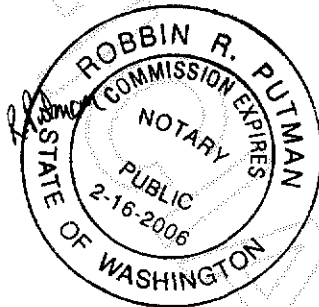
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STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that MONICA A. FIORITO personally before me and signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED 7-16, 2004



Robbin R. Putman
Robbin R. Putman Notary Public
My Appointment Expires: 2-16-06



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