


When Recorded Return To:  
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Anacortes, Washington 98221

  
200809160059  
Skagit County Auditor  
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LAND TITLE OF SKAGIT COUNTY  
129821-PAC

## DECLARATION OF EASEMENTS

Grantors: Robert J. Murdock, Jr. and Stacy L. Murdock, husband and wife, and Jeffrey E. Heath, as his separate estate

Grantees: The Public

Tax/Parcel ID Numbers of Affected Parcels:

1. 350319-4-005-0100 / P124885
2. 350319-4-005-0002 / P34513
3. 350319-4-005-0200 / P124886

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
*Resident*  
SEP 16 2008

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

Legal Descriptions of Affected Parcels:

1. **"LOT 1"**: Lot 1, Short Plat No. PL06-0251, "Murdock Short Plat", approved August 2, 2006, recorded August 4, 2006, under Auditor's File No. 200608040012, records of Skagit County, Washington. (*Abbrev. Description: Acreage Account, Acres 1.00, O/S#76 AF#8103060026 1982 Lot 1 Short Plat#PL06-0251 AF#200608040012 Located in SE1/4.*)
2. **"LOT 2"**: Lot 2, Short Plat No. PL06-0251, "Murdock Short Plat", approved August 2, 2006, recorded August 4, 2006, under Auditor's File No. 200608040012, records of Skagit County, Washington. (*Abbrev. Description: Inc M/H H14270FLYS40600 Marlette 75 70x14 Lot 2 Short Plat#PL06-0251 AF#200608040012 Located in SW1/4 SE1/4.*)
3. **"LOT 3"**: Lot 3, Short Plat No. PL06-0251, "Murdock Short Plat", approved August 2, 2006, recorded August 4, 2006, under Auditor's File No. 200608040012, records of Skagit County, Washington. (*Abbrev. Description: Acreage Account, Acres 7.87, O/S#76 AF#8103060026 1982 Lot 3 Short Plat#PL06-0251 AF#200608040012 Located in SW1/4 SE1/4.*)

*Declaration of Easements - Page 1*

RECITALS:

1. Seller is the owner in fee simple of three contiguous parcels of real property located in Skagit County, Washington, hereinafter referred to as "Lot 1", "Lot 2", and "Lot 3". Said parcels are legally described above.
2. Contemporaneously with the execution of this document, Buyer is purchasing Lot 2 from Seller.
3. As a condition of Buyer's purchase of Lot 2 from Seller, Seller will grant Buyer the easements described herein, burdening Lot 3 for the benefit of Lot 2.
4. As a condition subsequent to the grant of said easements by Seller, Buyer will agree to certain requirements as to the use of Lot 3 by the current and future owners of Lot 2, to protect the current and future owners of Lots 1 and 3.

NOW, THEREFORE, for and in consideration of Buyer's purchase of Lot 2, and the parties' mutual promises, covenants, protections and benefits set forth herein, Seller and Buyer hereby covenant and agree as follows:

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made and executed by and between the undersigned, Robert J. Murdock, Jr. and Stacy L. Murdock, husband and wife ("collectively, "Seller") and Jeffrey E. Heath, as his separate estate ("Buyer"). Seller and Buyer shall collectively be referred to as "Declarants".

1. General Provisions. Lot 3 shall be subjected to the terms of this Declaration, which are intended to benefit Lot 2 and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this Declaration are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to use or occupancy of Lot 3, or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their respective heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.



These rights, benefits, burdens, terms and conditions shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Lot 2, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

2. Declaration of Easements. Declarants do hereby establish of record an easement over, under, across, and upon Easement Areas A, B, C, and D, as described below, for the exclusive use and benefit of the lawful owners and occupants of Lot 2.

3. Description of Land Subject to Easements. Easement Areas A, B, C, and D are portions of Lot 3, described as follows:

Those portions of Lot 3, Short Plat No. PL06-0251, "Murdock Short Plat", approved August 2, 2006, recorded August 4, 2006, under Auditors File No. 200608040012, all records of Skagit County, State of Washington, being a portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 19, Township 35 North, Range 3 East, W.M., Skagit County, Washington, described as follows:

**Easement Area A:** Beginning at the Southeast corner of Lot 2 of said Short Plat No. PL06-0251; Thence N 89 degrees 54' 31" W, for a distance of 151.25 feet, to the Southwest corner of said Lot 2; Thence Northerly along the West line of said Lot 2 to a point 235.82 feet Northerly of the Southwest corner of said Lot 2; Thence S 89 degrees 54'31"E, for a distance of 15.36 Feet; Thence in a Southerly direction to the Northwest corner of Lot 1 of said Short Plat No. PL06-0251; Thence Easterly along the North line of said Lot 1, extended, to a point along the East line of Short Plat No. PL06-0251; Thence Northerly along said East line of said short plat to the point of beginning.

**Easement Area B:** Beginning at a point along the East line of Short Plat No. PL06-0251, which lies 707.79 feet Southerly of the Northeast Corner of Lot 3 of said short plat; Thence N 89 degrees 54'31"W, for a distance of 39.61 feet; Thence N 00 degrees 14'11"W, for a distance of 69.16 feet; Thence N 89 degrees 54'31"W to the said East line of Short Plat No. PL06-0251; Thence Southerly along the said East line to the Point of Beginning.

**Easement Area C:** Beginning at a point along the East line of Short Plat No. PL06-0251, which lies 707.79 feet Southerly of the Northeast Corner of Lot 3 of



said short plat; Thence N 89 degrees 54'31"W, for a distance of 39.61 feet; Thence N 00 degrees 14'11"W, for a distance of 69.16 feet; Thence N 89 degrees 54'31" W, for a distance of 64.14 feet; Thence S 00 degrees 14'11" E along the West line of Lot 2, Short Plat No. PL06-0251 to a fenceline as delineated on the face of said Short Plat, said point being the TRUE POINT OF BEGINNING; Thence along said fenceline as delineated, to a point North of the Northwest corner of Lot 2, Short Plat No. PL06-0251; Thence South to the said Northwest corner of Lot 2, Short Plat No. PL06-0251; Thence along the North line of said Lot 2, Short Plat No. PL06-0251, S 89degrees 54'31"E, for a distance of 40 feet; Thence S 00degrees 14'11" E, for a distance of 7.98 feet; Thence N 89 degrees 54'31"W, for a distance of 22.87 feet; Thence Northerly along the West line of Lot 2, Short Plat No. PL06-0251, to the TRUE POINT OF BEGINNING.

**Easement Area D:** Beginning at the Northwest Corner of Lot 1 of said Short Plat No. PL06-0251; Thence North 89 degrees 54' 31" West, for a distance of 96.83 feet; Thence North 00 degrees 14'11" West, for a distance of 340.13 feet; Thence North 89 degrees 54'31" West, for a distance of 59.46 feet; Thence South 00 degrees 14'11" East, for a distance of 60.17 feet; Thence North 89 degrees 54'31" West, for a distance of 52.00 feet; Thence in a Southerly direction to the Northwest corner of Lot 1 of said Short Plat No. PL06-0251, that being the Point of Beginning.

4. **Scope of Easements.** Subject to the provisions of Section 5, below, the lawful owners and occupants of Lot 2 shall have the right to use the above-described Easement Areas as if they were the true owners of the land described, including the right to exclude others (even the Owner of Lot 3) from those areas.

5. **Duration of Easements; Conditions Subsequent.** Except as provided in this Section 5, the easements described herein shall be perpetual. The Owner of Lot 3 shall have the right to declare these easements terminated immediately (and the Owner of Lot 3 may immediately retake sole possession of the Easement Areas) upon any failure by the Owner of Lot 2 to comply with any of the following terms and conditions, unless such failure is fully corrected within thirty (30) days of written notice of such failure to the Owner of Lot 2:

(a) No buildings shall be erected on Easement Areas A, B, C, or D. Subject to Section 5(b), below, installation of rockeries and other low-lying landscaping improvements, and planting of vegetation on those areas are permitted.

(b) No man-made structure, other improvement, landscaping, or vegetation, shall be permitted or suffered which in any way obstructs the saltwater views from Lot 1.



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(c) The Owner of Lot 2 shall procure and at all times maintain in force at his or her expense a policy or policies of insurance for Easement Areas A, B, C, and D, which shall include the following coverage:

(1) Liability coverage adequate to protect against liability for damage claims through use of or arising out of accidents occurring on Easement Areas A, B, C, and D in a minimum amount of \$500,000.00 for injury to or death of one or more persons as a result of any one accident or occurrence (such coverage not to exclude defense and indemnification as to claims resulting from accidental drowning) and

(2) Property damage coverage in a minimum amount of \$300,000.00 for any and all damages resulting from conditions on Easement Areas A, B, C, and D, including but not limited to damages caused by sudden flooding or continuous water seepage from the pond thereon.

The policies shall provide coverage for contingent liability of the Owner of Lot 3 on any claims or losses. The insurance required under this section shall be issued by an A.M. Best rated AAA insurance company or a company approved in writing by the Owner of Lot 3. Buyer shall, within twenty (20) days of the date of this Declaration, deposit with Seller a certificate showing the insurance to be in full force and effect. Buyer shall also obtain a written obligation from the insurers to notify the Owner of Lot 3 in writing at least fourteen (14) days prior to cancellation or refusal to renew any policy. If the insurance policies required by this section are not continually kept in force, the Owner of Lot 3 may procure the necessary insurance and pay the premium for it, and the Owner of Lot 2 shall be liable to reimburse the Owner of Lot 3 for the premium. By paying such premium, the Owner of Lot 2 will not be waiving any applicable termination of the Easements.

(d) If the Owner of Lot 3 is able to procure the permission from applicable governmental authorities to create a separate lot out of Easement Area D; the Owner of Lot 3 is ready, willing, and able to sell Easement Area D to the Owner of Lot 2; and the Owner of Lot 3 gives written notice to that effect to the Owner of Lot 2; then the Owner of Lot 2 shall have thirty (30) days to agree in writing to purchase Easement Area D, in cash, for the sum of one hundred fifty thousand dollars (\$150,000.00), with the closing of such sale to occur within ninety (90) days of the original written notice by the Owner of Lot 3. The written purchase and sale agreement shall be a standard NWMLS Form 21, with no contingencies, and conveyance shall be by Bargain and Sale Deed, free from encumbrances other than those suffered by Owners of Lot 3 other than Seller.

(e) Easement Areas A, B, C, and D shall be used for residential and recreational non-commercial uses only.



6. Improvements to Easement Areas. If the above-described easements are terminated, all improvements to the Easement Areas shall revert to the current Owner of Lot 3, with no right of reimbursement to the Owner of Lot 2.

7. Permissive Nature of Easements. Buyer agrees on his own behalf, and on behalf of all future Owners of Lot 2, that the rights and obligations expressed in this agreement shall control all current and future use of the Easement Areas by the owners and occupants of Lot 2, and that such use shall not ripen into an implied easement with further or different rights or obligations, nor shall such use ripen into adverse possession.

EXECUTED effective this 11<sup>th</sup> day of Sept., 2008.

Robert J. Murdock, Jr.  
ROBERT J. MURDOCK, JR.

Stacy L. Murdock  
STACY L. MURDOCK

Jeffrey E. Heath  
JEFFREY E. HEATH

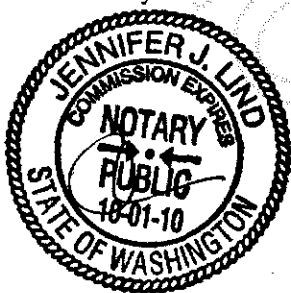


ACKNOWLEDGEMENTS

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me ROBERT J. MURDOCK, JR. and STACY L. MURDOCK, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of Sept, 2008.

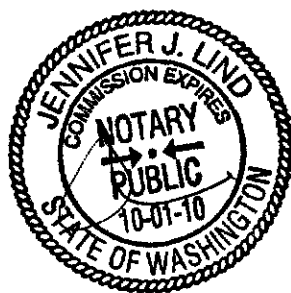


[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bow  
My appointment expires 10.01.2010

STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF Skagit )

On this day personally appeared before me JEFFREY E. HEATH, to me known to be the individual described in and who executed the foregoing document and acknowledged that he signed said document as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11<sup>th</sup> day of Sept, 2008.



[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bow  
My appointment expires 10.01.2010