

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:



201003120089  
Skagit County Auditor

3/12/2010 Page 1 of 10 3:25PM

### WATER VIEW EASEMENT

Grantor (s): LOUIS E. BRATZ, JR., a single man  
LOUIS E. BRATZ, JR., as Trustee of the Exempt Trust of the Janet M. Bratz  
Testamentary Trust;  
LOUIS E. BRATZ, JR., as Trustee of the QTIP Trust of the Janet M. Bratz  
Testamentary Trust;

Grantee (s): LOUIS E. BRATZ, JR., a single man

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal: Lots 1-3, Skagit County Short Plat 31-90

Additional Legal on page(s):

Assessor's Tax Parcel No.: P61865; P103204; P61864

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

MAR 11 2010

Amount Paid \$ 0  
Skagit County Treasurer  
By: [Signature] Deputy

**THIS AGREEMENT** (the "Agreement" or "Easement") is made the date set forth below, by and among LOUIS E. BRATZ, JR., a single man; LOUIS E. BRATZ, JR., as Trustee of the Exempt Trust of the Janet M. Bratz Testamentary Trust; and LOUIS E. BRATZ, JR., as Trustee of the QTIP Trust of the Janet M. Bratz Testamentary Trust (collectively as "Grantors") and LOUIS E. BRATZ, JR., a single man ("Grantee").

**GRANTORS** are the owners of the following described parcels of property in the County of Skagit, State of Washington:

**"Lot 2"**

Revised Lot 2 as shown as Exhibit H on that certain Quit Claim Deed/Boundary line Adjustment recorded September 25, 2008 under Skagit County Auditor's File No. 200809250073 being portions of Skagit County Short Plat No. 31-90, approved February 6, 1991 and recorded February 8, 1991 under Skagit County Auditor's File No. 9102080001,

being a portion of Tracts 60 and 61, Anaco Beach as per plat recorded in Volume 5 of Plats, page 4, being in the Northwest 1/4 of Section 34, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

**“Lot 3”**

Revised Lot 3 as shown as Exhibit I on that certain Quit Claim Deed/Boundary line Adjustment recorded September 25, 2008 under Skagit County Auditor's File No. 200809250073 being portions of Skagit County Short Plat No. 31-90, approved February 6, 1991 and recorded February 8, 1991 under Skagit County Auditor's File No. 9102080001, being a portion of Tracts 60 and 61, Anaco Beach as per plat recorded in Volume 5 of Plats, page 4, being in the Northwest 1/4 of Section 34, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

**GRANTEE** is the owner of the following described parcel of property in the County of Skagit, State of Washington:

**“Lot 1”**

Revised Lot 1, Short Plat No. 31-90 as shown in Exhibit G of that certain Quit Claim Deed/Boundary Line Adjustment recorded September 25, 2008 under Skagit County Auditor's File No. 200809250073, being portions of Skagit County Short Plat No. 31-90, approved February 6, 1991 and recorded February 8, 1991 under Skagit County Auditor's File No. 9102080001, being a portion of Tracts 60 and 61, Anaco Beach as per plat recorded in Volume 5 of Plats, page 4, being in the Northwest 1/4 of Section 34, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

The Grantors hereby agree to create a water view easement over their properties for the benefit of the Grantee, (the “Water View Easement”). The easement contemplated herein is more particularly described below:

**WATER VIEW EASEMENT AREA:** The area covered by the Water View Easement shall be defined as follows:

Those portions of Revised Lot 2 and Revised Lot 3 shown as Exhibits H and I on that certain Quit Claim Deed/Boundary line Adjustment recorded under Skagit County Auditor's File No. 200809250073 being portions of Skagit County Short

Water View Easement - 2  
Lot 1



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Skagit County Auditor

Plat No. 31-90, approved February 6, 1991 and recorded February 8, 1991 under Skagit County Auditor's File No. 9102080001, being a portion of Tracts 60 and 61, Anaco Beach as per plat recorded in Volume 5 of Plats, page 4, being in the Northwest 1/4 of Section 34, Township 35 North, Range 1 East, W.M., being more particularly described as follows:

BEGINNING at the Northwest corner of said Revised Lot 1 as described on Exhibit G of said Quit Claim Deed/Boundary Line Adjustment recorded under Skagit County Auditor's File No. 200809250073, also being the Northwest corner of Lot 1 said Skagit County Short Plat No. 31-90;  
thence South 7°56'43" West along the West line of said Revised Lot 1 for a distance of 197.21 feet, more or less, to the Southwest corner of said Revised Lot 1, also being the Northwest corner of said Revised Lot 2 and being the TRUE POINT OF BEGINNING;  
thence South 82°26'13" East along the common line between said Revised Lots 1 and 2 for a distance of 239.02 feet to an angle point on said common line;  
thence North 64°08'37" East along said common line for a distance of 14.00 feet;  
thence South 19°45'12" West for a distance of 466.47 feet, more or less, to the South line of Revised Lot 3, as described on Exhibit G said Quit Claim Deed/Boundary Line Adjustment recorded under Auditor's File No. 200809250073, also being the South line of Lot 3 said Skagit County Short Plat No. 31-90 at a point bearing North 89°56'00" East a distance of 145.00 from the Southwest corner of said Revised Lot 3;  
thence South 89°56'00" West along said South line for a distance of 145.00 feet to the Southwest corner of said Revised Lot 3;  
thence North 5°41'00" East along the West line of said Revised Lot 3 for a distance of 294.25 feet to an angle point on said West line;  
thence North 7°56'43" East along said West line for a distance of 37.47 feet, more or less, to the Northwest corner of said Revised Lot 3, also being the Southwest corner of said Revised Lot 2;  
thence continue North 7°56'43" East along the West line of said Revised Lot 2 for a distance of 135.93 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Water View Easement - 3  
Lot 1



**WATER VIEW EASEMENT PURPOSE:** The purpose of the Water View Easement is: (a) to give the owners of Lot 1 the right to remove trees and/or other vegetation within the Water View Easement Area on Lot 2 and Lot 3 that obstruct the view of the water from that portion of Lot 1 as further defined below.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration and the promises and mutual covenants herein contained, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

**WATER VIEW EASEMENT**

1. Grantors hereby grant and convey to Grantee an easement over and across the Water View Easement Area for the purposes described in this Agreement, which Water View Easement Area is more particularly described above and which Water View Easement Area is also illustrated in Exhibit "A", which is attached hereto and incorporated herein by this reference.
2. Grantors covenant and agree that the owners of Lot 1 shall have the right to remove any trees or other vegetation in the Water View Easement Area that restrict the water view from Lot 1. For the purposes of this Easement, any tree or vegetation shall be considered to restrict the water view from Lot 1, if such tree or vegetation blocks, to any extent, any view of the water when viewed from floor level (or from the floor level of the second lowest floor if there is more than one floor) of any residence constructed on Lot 1 at the point where the northerly extension of the east line of the Water View Easement Area intersects such residence. If no residence is constructed on Lot 1 or if the residence constructed on Lot 1 is located such that the northerly extension of the east line of the Water View Easement Area does not intersect such house, then the determination of whether a tree blocks a view of the water shall be made by viewing the tree from ground level at the highest point of elevation of undisturbed ground located on the northerly extension of the east line of the Water View Easement Area across Lot 1.
3. In addition to any height restrictions on construction imposed by Skagit County or other governmental authority, the owners of Lot 2 shall not construct any improvements in the Water View Easement Area that blocks, to any extent, any view of the water when viewed from floor level (or from the floor level of the second lowest floor if there is more than one floor) of any residence constructed on Lot 1 at the point where the northerly extension of the east line of the Water View Easement Area intersects such residence. If no residence is constructed on Lot 1 or if the residence constructed on Lot 1 is located such that the northerly extension of the east line of the Water View Easement Area does not intersect such house, then the determination of whether an improvement blocks a view of the water shall be made by viewing the proposed improvement's elevation from ground level at the highest point of elevation



of undisturbed ground located on the northerly extension of the east line of the Water View Easement Area across Lot 1.

4. In the event that the owners of Lot 1 wish to remove any trees and/or other vegetation that restrict the water view from Lot 1, the owners of Lot 1 shall provide written notice to the owners of Lot 2 and Lot 3 which notice shall identify the trees and/or other vegetation which are to be removed pursuant to this Easement. The owners of Lot 1, Lot 2 and Lot 3 shall agree on a mutually acceptable time for the removal of the trees and/or other vegetation. If a mutually acceptable time cannot be agreed to, then the owners of Lot 1 shall have the right during the period beginning thirty (30) days following and ending ninety (90) days following the date written notice was mailed or otherwise provided to the owners of Lot 2 and Lot 3, to enter into the Water View Easement Area to remove the trees and/or other vegetation that were identified in the notice. In the event that the Owners of Lot 1 fail to remove the trees and/or other vegetation within the time period allowed in this Section 4, then the owners of Lot 1 shall recommence the process for removal by sending a new notice. The owners of Lot 1 shall not be restricted in the number or frequency of the notices of removal as provided in this Section 4.
5. The removal of any trees and/or other vegetation shall be at the sole cost and expense of the owners of Lot 1. The owners of Lot 2 and Lot 3 shall grant access across all of their property for the purpose of accessing the Water View Easement Area to remove trees and/or other vegetation, regardless of whether such removal will occur on that portion of the Water View Easement Area covering their lot. Access across Lots 2 and 3 shall be limited to the route designated by the owners of Lots 2 and 3, as long as such route is reasonably practical and is not unduly burdensome.
6. The owners of Lot 1 shall be responsible for the cost of removal of all debris and restoring Lot 2 and Lot 3 to their pre-removal condition at the completion of the work. At the option of the owners of Lot 2 and Lot 3, the owner of Lot 1 shall either remove any stumps of cut trees or shall cut the stump in a manner such that the top of the remaining stump is flush with the ground level around the stump. If requested by the owner of Lot 1 and agreed by the owners of Lot 2 and Lot 3, trees may be topped instead of cut. However, in no event shall a tree be topped such that more than 25% of its height is removed. In the event that any topped tree subsequently dies as a result of such topping, the owners of Lot 1 shall immediately cut and remove the remainder of the tree. At the option of the owners of the lot on which the tree was cut the owners of Lot 1 shall either remove the stump of the tree or shall cut the stump in a manner such that the top of the remaining stump is flush with the ground level around the stump.
7. Unless otherwise agreed in writing by the owners of Lots 1, 2 and 3, all work shall be performed by a licensed, bonded and insured contractor. The owners of Lot 1 shall indemnify and hold the owners of Lot 2 and Lot 3 harmless from any and all claims



made by Lot 1 owners' invitees, consultants, contractors, employees or other such persons, which claims arise out of or relate to work performed in the Water View Easement Area, except for damages caused by the negligent or intentional acts or omissions of the owners of Lot 2 and/or Lot 3. The owners of Lot 2 and Lot 3 waive any claims, which claims arise out of damages to trees and other vegetation in the Water View Easement Area which damage is reasonably necessary to remove the trees and/or other vegetation that were identified in the notice. Notwithstanding the preceding sentence, the owners of Lot 1 shall restore Lot 2 and Lot 3, except for the removed trees and/or other vegetation, to their pre-removal condition.

### GENERAL PROVISIONS

1. In the event of breach of this Agreement or other disagreement, the parties agree to exercise their best efforts in good faith to resolve problems associated with this Agreement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this Agreement, including the interpretation of this Agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration then in effect for the Superior Court for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy. The prevailing party in any arbitration or action on this Agreement shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing party.
2. This Agreement and the easements contained herein are to be held by the owners of Lots 1, 2 and 3, their heirs and successors and assigns as appurtenant to Lots 1, 2 and 3. The benefits, burdens and covenants of this Agreement and the easements contained herein shall be deemed to run with the land and bind the owners of Lots 1, 2 and 3 and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
3. The benefits and burdens of this easement shall apply to Lots 1, 2 and 3 and any lots which may be divided from them in the future.
4. Regardless of any common ownership of Lots 1 and/or 2 and/or 3, there shall be no merger of the fee ownership of any lot and the easements contained in this Agreement. The fee ownership of each lot and the easements contained herein shall hereafter remain separate and distinct.

IN WITNESS WHEREOF, the parties signed this Agreement as of the date set forth below.

DATED this 9<sup>th</sup> day of March, 2010.

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Lot 1



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**GRANTORS:**

*Louis E. Bratz Jr*  
LOUIS E. BRATZ, JR., a single man;

*Louis E. Bratz Jr*  
LOUIS E. BRATZ, JR., as Trustee of the  
Exempt Trust of the Janet M. Bratz  
Testamentary Trust

*Louis E. Bratz Jr*  
LOUIS E. BRATZ, JR., as Trustee of the  
QTIP Trust of the Janet M. Bratz  
Testamentary Trust

**GRANTEE:**

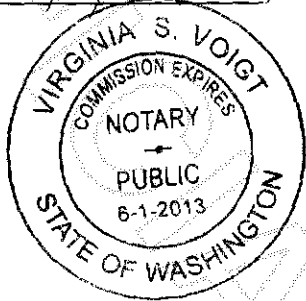
*Louis E. Bratz Jr*  
LOUIS E. BRATZ, JR., a single man



State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that LOUIS E. BRATZ, JR., a single man, is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/9/10, 2010.

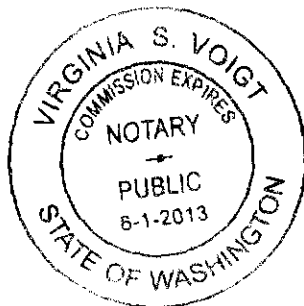


Virginia S. Voigt  
(Signature)  
NOTARY PUBLIC  
VIRGINIA S. VOIGT

Print Name of Notary  
My appointment expires: 6/1/13

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that LOUIS E. BRATZ, JR. is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the TRUSTEE of the Exempt Trust of the Janet M. Bratz Testamentary Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 3/9/10  
Virginia S. Voigt  
(Signature)  
NOTARY PUBLIC  
VIRGINIA S. VOIGT

Print Name of Notary  
My appointment expires: 6/1/13

Water View Easement - 8  
Lot 1



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Skagit County Auditor





