



201012080083

Skagit County Auditor

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When recorded return to:
Mr. and Mrs. Steven Springmeyer
12227 N.W. 36th Street
Bellevue, WA 98005

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 138247-OAE

LAND TITLE OF SKAGIT COUNTY

Grantor: Anaco West Corporation, Inc.
Grantee: Steven Springmeyer and Susan Springmeyer
Tax Parcel Number(s): P123799/4878-000-005-0000
Abbreviated Legal: Lot 5, Castilleja Bluff

Statutory Warranty Deed

THE GRANTOR(S) ANACO WEST CORPORATION, INC., A WASHINGTON CORPORATION, WHICH ALSO APPEARS OF RECORD AS ANACO WEST CORP., A WASHINGTON CORPORATION for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to STEVEN SPRINGMEYER AND SUSAN SPRINGMEYER, HUSBAND AND WIFE GRANTEE(S) the following described real estate, situated in the County of Skagit, State of Washington.

Lot 5, "PLAT OF CASTILLEJA BLUFF," recorded December 9, 2005, under Auditor's File No. 200512090181, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

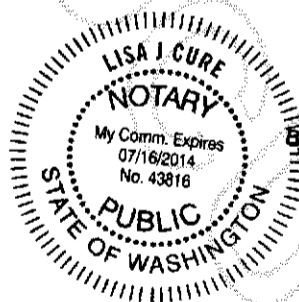
Together with and subject to easements as stated in Exhibit A, which is incorporated by this reference.

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title Company's Preliminary Commitment No. 138247-OAE.

Dated December 8, 2010

Anaco West Corporation, Inc.

By: William Turner, President



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

3710

DEC 08 2010

Amount Paid \$ 4419.40
By: MAN Deputy
Skagit Co. Treasurer

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that William Turner
is/are the person(s) who appeared before
me, and said person(s) acknowledge that he signed this instrument, on oath stated his
is/are authorized to execute the instrument and acknowledge that as the
President of Anaco West Corporation, Inc.
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/8/10

Lisa J. Cure
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: 07-16-2014

EXHIBIT "A"

EASEMENTS FOR INCLUSION IN DEED FROM ANACO TO SPRINGMEYER

Easement for View Corridor:

TOGETHER WITH an easement for view that is unobstructed and uninterrupted over and across a portion of Lot 4, "PLAT OF CASTILLEJA BLUFF," recorded December 9, 2005 under Auditor's File No. 200512090181, records of Skagit County, Washington, described as follows:

A strip of land 38 feet in width running parallel and contiguous with the Westerly boundary of said Lot 4, which boundary is approximately 66.56 feet in length, more or less (the said Easement therefore being 38 feet in width and being 66.56 feet in length on the Westerly boundary of said Easement).

No structures shall be built within the said Easement area including, but not limited to, decks, viewing platforms and outbuildings.

The intended purpose of this Easement is to preserve views for the benefit of Lot 5, described above, to the West and Southwest across the burdened property. To this end, the Grantor hereby covenants that in the event any trees or vegetation within the easement area grow above the top of the bank at a point lying 38 feet east of the southwest corner of Lot 5 on the common boundary between Lots 4 and 5, then Grantor will remove and/or prune such trees and vegetation, as necessary, to maintain the view. In the event that Grantor or their successors in interest fail to limit tree and vegetation growth, or otherwise fail to remove or prune as required herein, and upon 30 days' written notice, then Grantee hereunder, or Grantee's agents or their successors in interest shall have the right to enter upon Lot 4 to remove, prune, top or otherwise reduce the height of trees and vegetation in order to restore and maintain the view of the Grantee. Grantee's right to maintain the view easement, as provided hereunder, shall not be subject to controls, approvals or restrictions as provided under the Covenants, Conditions and Restrictions previously recorded under Skagit County Auditor File No. 200608180160, Declaration of Covenants, Conditions, Restrictions and Easements for Castilleja Bluff.

Easement for Driveway:

TOGETHER WITH an Easement for ingress, egress and utilities over, under, and across a portion of the said Lot 4, which Easement area is described as follows:

Commencing at the Southeasterly corner of the said Lot 5, thence Southerly along the Easterly line of Lot 4 running parallel and adjacent to the Westerly line of Marine Heights Way a distance of 20 feet, thence Northwesterly to a point on the common boundary line between the said Lot 4 and said Lot 5 which point lies 30 feet Westerly of the Southeast corner of the said Lot 5, thence to point of beginning, (the same creating a triangular parcel of property in the Northeasterly corner of the said Lot 4).

The Easement shall be non-exclusive and may be utilized as a shared and common driveway for



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the benefit of both Lot 4 and Lot 5. If the actual construction of the common access and roadway differs from the description set forth herein, then the construction, as built, shall control and shall establish the actual Easement area, provided that it shall be no smaller in size than the Driveway Easement described herein above.

The owners of the said Lot 4 and said Lot 5 shall share equally in the maintenance of the portion of the common driveway located on Lot 4, including the cost of replacement of the driveway within said Easement area if the Owner of Lot 4 utilizes the Driveway Easement for access to Lot 4.

Matters Applicable to View and Driveway Easements

In respect to both of the Easements granted hereunder over and across Lot 4, should any proceeding arise in connection with any controversy, claim or dispute arising out of, or related to the said Easements, the method and manner of performance or exercise of rights granted hereunder, then the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs pertaining thereto. For purposes of this provision, the term "proceeding" shall include arbitration, mediation or suit, including appeals therefrom and post-judgment costs of collection.

Each of the Easements stated herein shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Each of these Easements are appurtenant to the said Lot 5 as described herein, and shall be a covenant running with the land.

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