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Skagit County Auditor

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 20 2014

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

WATER VIEW EASEMENT

Grantor (s): DOUGLAS A. BRATZ, Personal Representative of the Estate of LOUIS E. BRATZ, JR., Deceased

Grantee (s): MICHAEL M. ATTERBERRY and WENDY D. ATTERBERRY, husband and wife

Abbreviated Legal: Lots 2 & 4, Skagit County Short Plat 31-90

Assessor's Tax Parcel No.: P103205; P103204

THIS AGREEMENT (the "Agreement" or "Easement") is made the date set forth below, by and among DOUGLAS A. BRATZ, in his capacity as the duly appointed, qualified, and acting Personal Representative for the Estate of LOUIS E. BRATZ, JR., Deceased, under Snohomish County Superior Court Cause No. 14-4-00647-6, ("Grantor") and MICHAEL M. ATTERBERRY and WENDY D. ATTERBERRY, husband and wife ("Grantees").

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

"Bratz Lot"

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.

GRANTEES are the owners of the following described parcel of property in the County of Skagit, State of Washington:

"Atterperry Lot"

Lot 4, Short Plat No. 31-90 approved February 6, 1991 and recorded February 8, 1991, in Volume 9 of Short Plats, pages 313 through 315, under Skagit County Auditor's File No. 9102080001, records of Skagit County, Washington, 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 Grantor hereby agrees to create a water view easement over the Grantor's property for the benefit of the Grantees, (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:

A 60.00 foot wide easement over a portion of Revised Lot 2 shown as Exhibit "H" on that certain Quit Claim Deed/Boundary Line Adjustment recorded 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., the center line of said 60.00 foot wide easement being more particularly described as follows:

BEGINNING at the Southeast corner of said Revised Lot 2 as described on Exhibit "H" of said Quit Claim Deed/Boundary Line Adjustment recorded under Skagit County Auditor's File No. 200809250073;
thence North 3°18'22" West along the East line of said Revised Lot 2 for a distance of 168.24 feet to the TRUE POINT OF BEGINNING of said easement centerline, said point having a bottom vertical elevation limit of 5,139.0 feet, and being the Beginning of Segment Number 1;
thence South 66°31'00" West for a distance of 185.00 feet to a vertical angle point in said easement, being at a bottom vertical elevation limit of 5,139.0 feet and being the terminus of Segment Number 1 and the Beginning of Segment Number 2;
thence continue South 66°31'00" West for a distance of 187.82 feet, more or less, to a point on a North-South portion of the

Water View Easement



Southerly line (having a bearing of North 0°04'00" West) of said Revised Lot 2 having a bottom vertical elevation limit of 5,125.8 feet and being the terminus of said centerline and also being the terminus of Segment Number 2.

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.

Side lines of said 60.00 foot easement are to be lengthened or shortened as necessary to conform to the lines of said Revised Lot 2.

The bottom vertical elevation limits are based upon an assumed datum with the vertical control point being the top of the concrete base for the power vault by the shop on said Revised Lot 2. The assumed base elevation is 5,100.0 feet.

WATER VIEW EASEMENT PURPOSE: The Water View Easement Area describes two segments with both a horizontal and vertical component. The horizontal component describes the portion of the Bratz Lot subject to the Water View Easement and the vertical component describes a ceiling above which trees are subject to cutting under this Water View Easement. The vertical ceiling of Segment Number 2 of the Water View Easement Area is sloped from east to west. The vertical ceiling of Segment Number 1 is not sloped. The purpose of the Water View Easement is to give the owners of the Atterberry Lot the right to cut trees within the Water View Easement Area on the Bratz Lot that exceed the ceiling identified in the Easement Area.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for no monetary consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

WATER VIEW EASEMENT

1. Grantor hereby grants and conveys to Grantees 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. Grantor covenants and agrees that the owners of the Atterberry Lot shall have the right to top any existing trees within the Water View Easement Area but only to the extent necessary to reduce their height to their existing height as shown in the attached Exhibit "A". The owners of the Atterberry Lot shall have the further right to cut and entirely remove any new trees that grow within the Water View Easement Area once

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they have grown to the point that they exceed the vertical ceiling identified in the Water View Easement Area. A tree shall be considered to be within the Water View Easement Area if the above ground, base of its trunk is located entirely or partially within the Water View Easement Area. A tree shall not be considered to be within the Water View Easement Area if no portion of the above ground, base of its trunk is located entirely or partially within the Water View Easement Area. The above ground, base of a tree's trunk shall be defined as the first vertical one foot of a tree's trunk that is exposed above the natural grade.

3. In the event that the owners of the Atterberry Lot wish to cut any trees pursuant to this Easement, the owners of the Atterberry Lot shall provide written notice to the owners of the Bratz Lot which notice shall identify the trees which are to be cut. The owners of the Atterberry Lot and the Bratz Lot shall agree on a mutually acceptable time for the cutting of the trees. If a mutually acceptable time cannot be agreed to, then the owners of the Atterberry Lot 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 the Bratz Lot, to enter into the Water View Easement Area to cut the trees as identified in the notice. In the event that the owners of the Atterberry Lot fail to cut the trees within the time period allowed in this Section 4, then the owners of the Atterberry Lot shall recommence the process for cutting by sending a new notice. The owners of the Atterberry Lot may not cut trees pursuant to this Easement more often than once every three calendar years.
4. The cutting of any trees shall be at the sole cost and expense of the owners of the Atterberry Lot. The owners of the Bratz Lot shall grant access across their property for the purpose of accessing the Water View Easement Area to cut trees. Access across the Bratz Lot shall be limited to the route designated by the owners of the Bratz Lot, as long as such route is reasonably practical and is not unduly burdensome.
5. The owners of the Atterberry Lot shall be responsible for removal of all debris and immediately restoring the Bratz Lot to its pre-activity condition at the completion of the work. At the option of the owners of the Bratz Lot, the owner of the Atterberry Lot 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 the Atterberry Lot and agreed by the owners of the Bratz Lot, 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 the Atterberry Lot shall immediately cut and remove the remainder of the tree. At the option of the owners of the Bratz Lot, the owners of the Atterberry Lot 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.
6. Unless otherwise agreed in writing by the owners of the Bratz Lot and the Atterberry



Lot, all work shall be performed by a licensed, bonded and insured contractor. The owners of the Atterberry Lot shall indemnify and hold the owners of the Bratz Lot harmless from any and all claims made by the Atterberry Lot owners, their invitees, consultants, contractors, employees and other such persons, which claims arise out of or relate to work performed pursuant to this Easement, except for damages caused by the negligent or intentional acts or omissions of the owners of the Bratz Lot. Notwithstanding the preceding sentence, at the completion of any work under this Easement, the owners of the Atterberry Lot, at their sole cost and expense, shall immediately restore the Bratz Lot, except for the cut trees, to its pre-activity condition.

7. No vehicles, equipment or access of any kind shall be allowed to Grantee in that portion of the Water View Easement Area that is identified as "Area of Existing Septic System" in the attached Exhibit "A", whether for tree removal, topping, limbing or any other purpose under this Agreement.

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 the Atterberry Lot and the Bratz Lot, their heirs and successors and assigns as appurtenant to the Atterberry Lot and the Bratz Lot. 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 the Atterberry Lot and the Bratz Lot 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 the Atterberry Lot and the Bratz Lot and any lots which may be divided from them in the future.
4. Regardless of any common ownership of the Atterberry Lot and the Bratz Lot, 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.



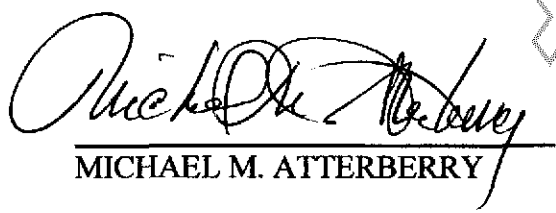
IN WITNESS WHEREOF, the parties signed this Agreement as of the date set forth below.

DATED this 14TH day of June, 2014.

GRANTOR:


DOUGLAS A. BRATZ,
Personal Representative of
the Estate of LOUIS E. BRATZ, JR., Deceased

GRANTEES:


MICHAEL M. ATTERBERRY


WENDY D. ATTERBERRY

Water View Easement



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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DOUGLAS A. BRATZ 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 Personal Representative for the Estate of LOUIS E. BRATZ, JR., Deceased to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: June 14, 2014

(Signature)

NOTARY PUBLIC

David C. Bratz

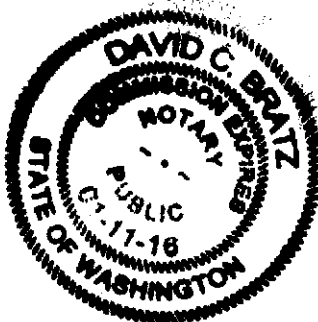
Print Name of Notary

My appointment expires: 1/11/16

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MICHAEL M. ATTERBERRY 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: June 14, 2014.



(Signature)

NOTARY PUBLIC

David C. Bratz

Print Name of Notary

My appointment expires: 1/11/16

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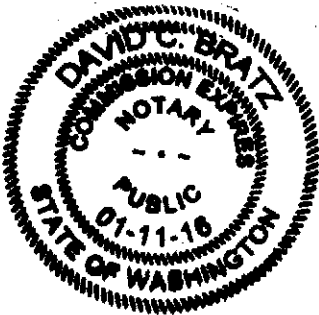
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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that WENDY D. ATTERBERRY is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 14, 2014.



(Signature) [Handwritten Signature]

NOTARY PUBLIC

David C. Bratz
Print Name of Notary

My appointment expires: 1/11/16

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EXHIBIT MAP



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