



201408010049

Skagit County Auditor

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After Recording Mail to:

Adeistein, Sharpe and Serka LLP  
400 North Commercial Street  
Bellingham, WA 98225

**Document Title:**

Agreement of Real Covenants

**Reference Number of Document Assigned or Released:**

None

**Grantors:**

Aialik Bay, LLC;  
William T. and Darith M. Langjahr

**Grantee(s):**

The present and future owners of Lots A and B described below.

**Abbreviated Legal Description:**

Lots A and B of Survey recorded April 6, 2005 as Auditor's File No. 200504060099, said Survey being a portion of Blocks 280 and 281 "City of Anacortes" as per plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.

**Assessor's Property Tax Parcel / Account Numbers:**

P122683 and P122684

## AGREEMENT OF REAL COVENANTS

For and in consideration of the fulfillment of the terms and conditions of a Settlement Agreement filed under Skagit County Superior Court Case No. 08-2-01623-7 and entered into on the 21<sup>st</sup> day of July 2014, between the present owners of the Real Property described in Exhibit A hereto ("Lots A and B"), the parties below do hereby agree and declare that they wish to bind both Lots A and B to the following Real Covenants which shall run with the land described in **Exhibit A**.

- 1) Lot B hereby agrees that Lot A may keep and maintain the existing improvements consisting of a driveway and retaining walls ("Existing Driveway") located on the 30 foot wide access easement which provides Lot A vehicular access to V Avenue and is depicted on the Survey recorded at Skagit County Auditor's File No. 200504060099.
- 2) The south six (6) feet of the Existing Driveway depicted in **Exhibit B** hereto is designated as a pedestrian walkway ("Walkway"). The owners of Lot B, their invitees and guests, including the owners of Lots A, C, and D, and their respective invitees and guests, are entitled (subject to modification by written agreement of the owners of Lots A and B) to make use of the Walkway on Lot B to obtain access the pathway to the beach as provided in the Covenants referred to in paragraph 8 below. Lot A may continue to use the entire Existing Driveway, including the Walkway, for pedestrian and vehicular access to Lot A.
- 3) The owners of Lot B shall make reasonable efforts to notify family members and invited guests to use only the Walkway portion of the Existing Driveway to obtain access to the residence on Lot B or the pathway to the beach.
- 4) The owner of Lot B shall, at all times, be responsible for maintaining the Walkway in a clean and serviceable condition suitable for pedestrian use. The owner of Lot A shall have no responsibility whatsoever for this obligation.
- 5) The owner of Lot A shall, at all times, be responsible for maintaining the Existing Driveway in a clean and serviceable condition suitable for vehicular egress and ingress to Lot A. The owner of Lot B shall have no responsibility whatsoever for this obligation.
- 6) Except as provided in the Settlement Agreement entered in Skagit County Superior Court under cause number 08-2-01623-7, no further modification shall be made to the Easement Area by either the owners of Lots A or B without the express written consent of both owners, provided, however, that



the owner of Lot B shall have the right to landscape the areas south and east of the retaining walls and to install signage which complies with applicable city ordinances. Any landscaping undertaken by the owner of Lot B shall be performed in such a way as to leave undisturbed any drainage pipes, pea gravel, drain rock and other materials installed by Lot A as part of the existing draining system. The owner of Lot A shall have the right, at all times, to maintain, repair and replace the drainage system provided that any disturbance to landscaping or improvements shall be restored to the condition immediately preceding such work, to the extent reasonably feasible.

- 7) If, any time, the City of Anacortes requires removal of any improvements located within the portion of V Avenue abutting the 30 foot wide access easement on Lot B, Lot A shall remove the improvements constructed by its owners, at their expense. Conversely, Lot B will remove any improvements constructed by its owners, at their expense.
- 8) Except as expressly modified herein between Lots A and B only, the parties reaffirm the Covenants recorded under Skagit County Auditor's file number 200509290040 as amended by instrument recorded under Skagit County Auditor's file number 200601200122.

In all respects, the provisions of this agreement shall be construed and interpreted as covenants which run with and are appurtenant to Lots A and B, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

Invalidation of any of the provisions of this agreement by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This agreement may only be amended by a written instrument signed by the owners of Lots A and B which instrument will take effect upon recording in the office of the Skagit County Auditor.

2013 IN WITNESS WHEREOF the parties have executed this document as of this July day of 2014.



**OWNERS OF LOT A:**

William T. Langjahr

Darith M. Langjahr

**OWNER OF LOT B:**

AIALIK BAY, LLC, an  
Alaska Limited Liability Company

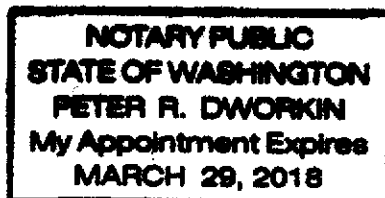
Robert B. Ballow, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that William T. Langjahr 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 this instrument.

Dated: 7/29/14

Peter R. Dworkin  
Printed Name: PETER R. DWORKIN  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham  
My commission expires: 3/29/18



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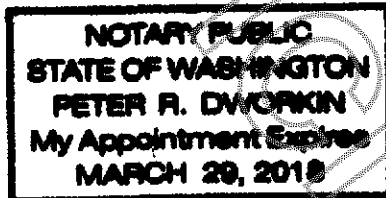
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Darith M. Langjahr 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 this instrument.

Dated: 7/29/14



Peter R. Dworkin  
Printed Name: PETER R. DWORKIN  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham  
My commission expires: 3/29/18

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 28<sup>th</sup> day of July 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert B. Ballow, to me known to be the Managing Member of Aialik Bay, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the company.

Witness my hand and official seal hereto affixed the day and year first above written.

Dated: 28<sup>th</sup> July 2014



Philip C. Sharpe Jr.  
Printed Name: PHILIP C. SHARPE JR.  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham  
My commission expires: 12-01-16



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## Exhibit A

Lots A and B of Survey recorded April 6, 2005 as Auditor's File No. 200504060099, said Survey being a portion of Blocks 280 and 281 "City of Anacortes" as per plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.



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V AVENUE

**NOTE:**

EXISTING ELEVATIONS  
DIGITIZED AND INTERPOLATED  
FROM ELEVATIONS & SLOPES  
AS SHOWN ON PSE EXHIBIT A

EXISTING WALL SECTION  
TO BE REMOVED

EXISTING DRIVEWAY  
SECTION TO BE REPLACED

4" WIDE STRIP  
SAND BLAST CONCRETE  
TO EXPOSE AGGREGATE

SAWCUT EXISTING CONCRETE  
SLAB, REMOVE AND REPLACE  
WITH ELEVATIONS AS SHOWN

FIELD VERIFY START  
OF WORK LOCATION

0+50

95.80  
MATCH  
EXST  
EX 95.8  
PR 95.3

94.97 (EST)  
MATCH  
EXST

92.71  
EXST

NEW 1/4" DEEP SAWCUT  
- MATCH EXST JOINTS

EXISTING JOINTS IN  
CONCRETE SLABS

A  
Ex.B

TOP OF  
EXISTING  
RETAINING  
WALL

NEW CONCRETE SLAB  
WITH BROOMED FINISH  
TO REPLACE EXISTING  
DRIVEWAY SLAB

0+25

EX 95.8  
PR 95.1

94.80 (EST)  
MATCH  
EXST

EX 94.2  
MATCH  
EXST

GRIND OR CUT TOP OF  
FOOTING TO CREATE  
SURFACE FLUSH WITH  
NEW CONCRETE  
DRIVEWAY

16.6%

EXISTING  
CONCRETE  
DRIVEWAY

B  
Ex.C

NEW 1/4" DEEP  
SAWCUT

EX 95.2  
PR 94.5

SAWCUT 5'-0"  
OPENING IN  
EXISTING WALL

92.0  
EXST

LANDING AND  
STAIRS DOWN  
TO BALLOW  
RESIDENCE

DOWN



119 Grand Avenue, Suite D  
Bellingham, Washington 98225

(360) 308-8181

PLAN

EXHIBIT D



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