

Skagit County Auditor

7/9/2015 Page

1 of

7 3:49PM

\$78.00

After Recording, Return to:
Charles Barefield
P.O. Box 445
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 09 2015

GUARDIAN NORTHWEST TITLE CO.

A109544-1

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

View Corridor Easement and Tree Height Agreement

This View Corridor Easement and Tree Height Agreement is made by and among the following parties (collectively, the Owners):

(A) Charles and Robin Barefield, husband and wife, and their successors, assigns and heirs with respect to the ownership of Parcel "A" described below, and

(B) Vince and June Ventimiglia, husband and wife and their successors and assigns and heirs with respect to the ownership of Parcel "B" as described below.

Now, therefore, for no monetary consideration, the Owners agree as follows:

1. Effected Parcels and Parties:

1.1 Parcel A. The Parcel A Owner is the fee owner of certain real property legally described on Exhibit A, commonly known as 1905 C Avenue, Anacortes, WA. Parcel No.: P121675.

1.2 Parcel B. The Parcel B Owner is the fee owner of certain real property legally described on Exhibit B, commonly known as 1901 C Avenue, Anacortes, WA. Parcel No.: P121676.

2. View Corridor Easement and Tree Height Agreement. For the purposes of this agreement, the "View Corridor" means that certain portion of Parcel B legally described on Exhibit C attached hereto. The owner of Parcel B hereby grants, conveys and declares a View Corridor in the airspace above that portion of Parcel B designated herein as the View Corridor, for the benefit of Parcel A.

The purpose of this agreement is to provide privacy to both parcels while also limiting the height of any trees now planted or that may be planted on the easterly 30 feet Parcel B. Any trees or other plantings may not exceed the height of the gutters on Parcel B's home.

By limiting the height of the vegetation on the Easterly portion of Parcel B, this agreement shall provide a permanent and lasting View Corridor for the benefit of Parcel A.

3. Costs. Any and all costs related to the trimming and/or topping of the trees, if any, shall be borne by the Parcel A owner.

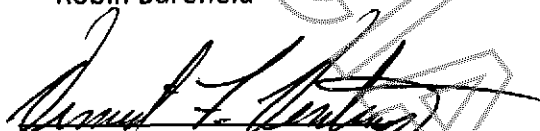
4. General Terms. This agreement contains the entire agreement between the parties relative to the subject matter hereof. In the event of any dispute hereunder, including any arbitration, litigation or other proceedings, the arbitrator or court must designate one party as the substantially prevailing party, and such prevailing party shall be reimbursed by the non-prevailing party for all costs and expenses, including without limitation actual attorneys' fees and all charges for the arbitrator.

5. Perpetual Agreement. All covenants, conditions, restrictions and agreements in this easement and agreement shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefits of the parties hereto, and their respective successors and assigns.

Dated June 30, 2015.


Charles Barefield


Robin Barefield


Vince Ventimiglia


June Ventimiglia

Exhibit "A"

Parcel A: Lot 18, Plat of Windward Village, as per plat recorded June 14, 2004 under Auditor's File No. 20040614129, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Commonly known as 1905 "C" Ave., Anacortes, WA 98221

Exhibit "B"

Parcel B: Lot 19, Plat of Windward Village, as per plat recorded June 14, 2004 under Auditor's File No. 20040614129, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Commonly known as 1901 "C" Avenue, Anacortes, WA 98221

Exhibit "C"

The Easterly 30 feet of Lot 19, Plat of Windward Village, as per plat recorded June 14, 2004 under Auditor's File No. 20040614129, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Commonly known as the Easterly 30 feet of 1901 "C" Avenue, Anacortes, WA 98221

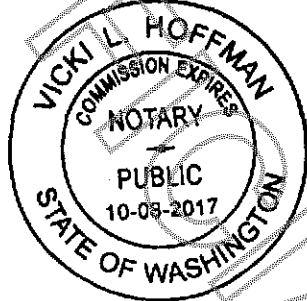
STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of SKAGIT }

On this day personally appeared before me CHARLES BAREFIELD
AND ROBIN BAREFIELD to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged
that THEY signed the same as THEIR free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 8TH day of JULY, 2015.



Vicki L Hoffman
Notary Public in and for the State of Washington
Residing at COUPEVILLE

My appointment expires 10-8-17

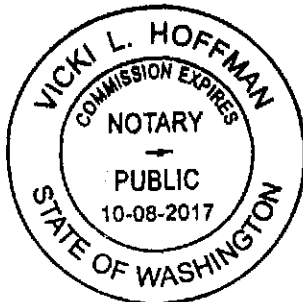
STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of SKAGIT }

On this day personally appeared before me VINCE VENTIMIGLIA
AND JUNE VENTIMIGLIA to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged
that THEY signed the same as THEIR free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 8TH day of JULY, 2015.



Vicki L Hoffman
Notary Public in and for the State of Washington
Residing at COUPEVILLE

My appointment expires 10-8-17