



201602080022

Skagit County Auditor

\$128.00

2/8/2016 Page

1 of

6 10:43AM

Document Title: Easement

Reference Number:

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Sagapo Inv. LLC

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Owners of Parcel 2

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Lots 1-10 Blk 1302

Lots 1-10 Blk 1303

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

3809-302-010-0104

3809-303-010-0102

I, Dawn Dobson, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dawn Dobson

Dated

2/8/16

5

**When Recorded Return to :**  
**BRUCE FLANAGAN**  
**ATTORNEY AT LAW**  
**3706 West 2<sup>nd</sup> St, Anacortes, WA 98221**

**Document Title:** Easement  
**Grantors:** Sagapo Investments, L.L.C.  
**Grantees:** Owners of Parcel 2

GUARDIAN NORTHWEST TITLE CO.

A110666

**Tax/Parcel ID Numbers of Affected**

1. 3809-302-010-0104 / P58288 / 3800 Oakes
2. 3809-303-010-0102 / P58291 / 3800 W 2<sup>nd</sup> St

**3. Abbreviated Legal Descriptions of Affected Parcels**

1. Lots 1-10, inclusive, Blk 1302, NorPacAddit to Ana, Accord to the Plat thereof record in Vol 2 of Plats, Pg 9, records of Skag Cnty, WA. (P58288)
2. Lots 1-10, Inclusive, Blk 1303, NorPacAddit to Ana, Accord to the Plat thereof recorded in Vol 2 of Plats, pg 9, records of Skag Cnty, WA. (P58291)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

EASEMENT  
FEB - 8 2016

Amount Paid \$  
Skagit Co. Treasurer  
By HJB Deputy

These rights, benefits, burdens, terms and conditions shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Parcel 2, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions of restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

## 2. View Easement and Height Restriction-Trees and Vegetation.

(a) Not to exceed 10 feet above the native ground as smoothed and leveled, not filled; so as to produce an average median grade(level) as calculated from the datum of that particular parcel, going from South to North, in a descending slope to Northern Edge of Parcel 1.

(b) The owners of Parcel 1 shall keep all trees and vegetation on Parcel 1 trimmed and cut so as to maintain a maximum height of 10 feet above ground level, as determined in paragraph 2 (a) above.

(c) In undertaking any landscaping or planting on Parcel 1, the owner(s) is encouraged to select plants in such variety and knowledge of predictability of future growth, so as new plantings will never grow beyond the maximum height hereby set forth. In the event the owner(s) of Parcel 1 fails to maintain the trees vegetation on Parcel 1, so that it is allowed to exceed said maximum height, the owner(s) of Parcel 2 shall have the right to demand that the owner(s) of Parcel 1, cause such maintenance be performed. If the owner(s) of Parcel 1 fail to remedy a tree and vegetation height limitation within thirty days of a written demand, the owner(s) of Parcel 2 may cause such maintenance to be performed, in which event the owner(s) of Parcel 1 shall be liable to reimburse the owner(s) of Parcel 2, for the cost of such maintenance. If the owner(s) of Parcel 1, fails to reimburse such costs within 30 days after written demand for such reimbursement, a lien of record may be placed of record on Parcel 1, which may be foreclosed upon pursuant to Washington laws applicable to mechanics liens. The owner(s) of Parcel 2 and his/her/their agents, employees, and/or contractors shall have an access easement over the grounds of Parcel 1 to perform such maintenance as allowed in the Section.

3. Attorney Fees. In the event that the owner(s) of Parcel 2 is forced to hire an attorney to enforce the terms of this agreement, the owner(s) of Parcel 1 shall be required to reimburse the owner(s) of Parcel 2 for reasonable attorney fees and associated costs. If any such attorney fees and associated costs are not so reimbursed within 30 days of written demand therefore, a lien may be placed of record upon Parcel 1, which may be

## DECLARATION OF VIEW EASEMENT

1. Sagapo Investments, LLC is the owner in fee simple of two contiguous unimproved parcels of real property, located in Skagit County, Washington, hereinafter referred as Parcel 1, and Parcel 2, and legally described as follows:

Parcel 1 (commonly known as 3800 Oakes Avenue, Anacortes, Washington-P58288)

Lots 1 to 10, Inclusive, Block 1302, Northern Pacific Addition to Anacortes, According to the Plat thereof recorded in Volume 2 of Plats, Page 9, Records of Skagit County, Washington.

Parcel 2 (commonly known as 3800 West 2<sup>nd</sup> Street, Anacortes, Washington-P58291).

Lots 1 to 10, Inclusive, Block 1303, Northern Pacific Addition to Anacortes, According to the Plat thereof recorded in Volume 2 of Plats, Page 9, Records of Skagit County, Washington.

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

Declarants are contemplating sales of both parcels 1 and 2; Parcel 2 will be sold first. In order to protect the northerly view of the water of Parcel 2 and surrounding lands, to the view of the water over the land of Parcel 1, after any sale of Parcel 1, Declarants wish to subject Parcel 1 to the view easements and height restrictions described herein, to benefit Parcel 2, and surrounding lands in the future.

Now therefore, in consideration of Declarants' willingness to consider a sale of Parcel 1 subject to the following easements, covenants, restrictions, and protections and benefits set forth herein, Declarants hereby subject Parcel 1 to the following:

### DECLARATION

Easements over the airspace above all of Parcel 1, for the benefit of Parcel 2, are hereby created by Declarants through the following Declaration of View Easements (Declaration)

1. General Provisions. Parcel 1 shall be subjected to the terms of this Declaration, which are intended to benefit Parcel 2, and/or any portion thereof, and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this declaration are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to use or occupancy of Parcel 1, or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance, and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

that an action is brought to enforce this agreement, the prevailing party shall receive its reasonable attorney fees, in the amount fixed by the Court.

4. Duration of Easement. The easement described herein, and all other terms and conditions of this Declaration shall be perpetual in nature.

5. Changes and modifications. No changes, modifications, additions or amendments to this Declaration may be made without the acknowledged written consent of all owners of Parcel 2, or any portion thereof, in a document filed for record with the Skagit County Auditor.

6. Severability. Invalidation by judgment or other Court Order of any provision, sentence, paragraph, or portion of this Declaration shall in no way affect or invalidate any other portions thereof and the remaining portions shall remain in full force and effect.

EXECUTED effective this 3 day of February, 2016.

\_\_\_\_\_  
Melissa Dykstra

\_\_\_\_\_  
Notary Public's Seal and acknowledgement

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

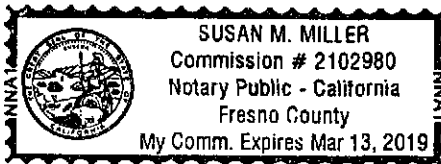
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Fresno )  
 On 2-3-16 before me, Susan M. Miller, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Melissa Dykstra  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan M. Miller  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Declaration of Executor Document Date: 2-3-16  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_