

After recording return to:

Carolyn M. McCarthy  
2606 38TH STREET  
BELLINGHAM, WA 98229



201602080066

Skagit County Auditor \$82.00  
2/8/2016 Page 1 of 10 2:09PM

DOCUMENT TITLE: Easement Agreement  
REFERENCE NO. OF RELATED DOCUMENT(S): N/A  
GRANTOR: Charles L. Greene  
GRANTEES: Arthur K. Chasson and Carolyn M. McCarthy  
ABBREVIATED LEGAL DESCRIPTION: Ptn. Gov. Lot 1, 21-36-3 E W.M.  
ASSESSOR'S NO.: P47942; P47944

**INGRESS AND EGRESS AND DECLARATION OF VIEW EASEMENT AGREEMENT**

THIS INGRESS AND EGRESS AND DECLARATION OF VIEW EASEMENT AGREEMENT ("Agreement") dated Feb 5, 2016 is made by and between Charles L. Greene (the "Grantor") and Arthur K. Chasson, an individual and Carolyn M. McCarthy, an individual (collectively the "Grantee").

IT IS MADE with reference to the following facts:

- A. Grantor and Grantee are the owners of contiguous parcels of property located in Skagit County, Washington.
- B. The Grantor's parcel is more particularly described on the attached Exhibit A (the "Burdened Parcel").
- C. The Grantee's parcel is more particularly described on the attached Exhibit B (the "Benefited Parcel").
- D. Grantor desires to grant to Grantee an easement for ingress and egress purposes through and over a portion of the Burdened Parcel and to grant Grantee a view easement over a portion of the Burdened Parcel.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and the mutual covenants, conditions and agreements contained herein the parties agree as follows:

I. EASEMENTS

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
EASEMENT  
FEB - 8 2016

Amount Paid \$             
Skagit Co. Treasurer  
By:            Deputy

1. Ingress and Egress Easement. Grantor hereby conveys to Grantee, their agents, tenants, successors and assigns, perpetual, non-exclusive easement for ingress and egress over, under and across that portion of the Burdened Property shown in hatch-marking on the attached Exhibit C and marked as "Easement" (the "Ingress/Egress Easement"). The easement area of the Ingress/Egress Easement is limited to 40 feet in width. The Ingress/Egress Easement is an extension of an easement currently existing over, under and across the Burdened Property for the benefit of the Burdened Property, which existing easement is recorded under Skagit County Auditor's File No. 8410010065.

1.1 Legal Description. Either Grantor or Grantee shall have the right, at the obtaining party's sole costs and expense, to hire a licensed surveyor to specifically locate the Ingress/Egress Easement and this Agreement may be supplemented and amended with and by the legal description of such easement prepared by such licensed surveyor. Any non-obtaining party shall have the right to approve the legal description; however, such approval may not be unreasonably withheld. The non-obtaining parties agree to cooperate with the obtaining party in obtaining the legal description and in supplementing and amending this Agreement as contemplated herein and agrees to take such further steps as are commercially reasonable to effectuate the provisions of this Paragraph 1.1

1.2 Maintenance and Improvement of Ingress/Egress Easement. The Grantee agrees to assume all costs of improving and maintaining the Ingress/Egress Easement.

2. Declaration of View Protection Easement. For purposes of this Agreement, the "View Corridor" means that portion of the Burdened Property legally described on Exhibit D, attached hereto and incorporated herein. Grantor hereby grants and declares a perpetual, non-exclusive view easement in the air space above the View Corridor for the benefit of the Grantee, their agents, tenants, successors and assigns on the following terms and conditions:

- a. the prohibition on the construction or placement of any building or structures within the View Corridor that exceeds 20 feet in height.
- b. the cutting, felling, topping, limbing and/or trimming of all trees and vegetation located within the View Corridor that exceed 20 feet in height.

2.1. Removal of Vegetation. Grantee shall have the right to enter upon the Burdened Parcel for the purpose of cutting, felling, topping, limbing and/or trimming trees or vegetation which are in violation of the height restrictions set forth in Section I(2) and to complete such work as is reasonably necessary so that said trees or vegetation are not in violation of the height restrictions set forth in Section I(2). In order to exercise this right, Grantee must first deliver written notice to Grantor at least thirty (30) days ("30 day notice") prior to entry onto the Burdened Parcel. In the 30 day notice, Grantee shall clearly describe the specific violation and the intended action. The description of the intended action shall include clear identification of each tree to be cut or limbed. Delivery of the 30 day notice shall be deemed accomplished upon depositing said notice in first class U.S. mail, properly addressed to Grantor at the mailing address for the Burdened Parcel on record with the Whatcom County Assessor's Office. Grantee has the right to employ suitable persons for execution of the work of maintaining the height of trees or vegetation and such agents of Grantee are expressly permitted to come upon the

Burdened Parcel 5 days after delivery of the 30 day notice, unless Grantor has already completed the work Grantee intended to do. Grantee agrees to hold Grantor harmless from all claims of loss or injury which may arise as a result of exercise of the rights hereunder, so long as Grantor shall not have engaged in any act or omission which materially operates as a cause of such loss or injury.

2.2 Nonwaiver of Breach. Grantee may allow trees or vegetation to exceed the height restrictions set forth in Section I(2) for any number of years without enforcement of said height limitation and without prejudice to the right to enforce the tree and vegetation height limitation provisions. Such failure to enforce the tree and vegetation height limitation provision for any length of time shall not be deemed an abandonment or waiver of such rights and shall not limit the restrictions contained herein.

## II. GENERAL PROVISIONS

1. Indemnification. Each party and their successors and assigns shall release, indemnify, defend and hold harmless the other parties and their successors and assigns from and against any and all claims, demands, losses, damages, liabilities, actions, lawsuits or other proceedings, judgments and awards and costs and expenses, including reasonable attorney's fees arising directly or indirectly in whole or in part out of acts or omissions of either party.
2. Binding Effect. This easement shall run with the land and shall be for the benefit of and binding upon the parties and their respective affiliates, successors, heirs, assigns, tenants, employees, agents, customers and invitees and the customers, employees and invitees of such tenants.
3. Term. The term of this Agreement shall be perpetual.
4. Governing Law. This Agreement shall be construed according to the laws of the State of Washington.
5. Costs and Attorneys Fees. The prevailing party in any action to enforce the terms of this Agreement shall be awarded attorneys' fees and any other costs deemed necessary in order to enforce the lien or to enforce compliance either conditions herein.
6. Dispute Resolution. In the event of any dispute, the parties agree to submit the matter to mediation. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the mediator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit. If the dispute is not resolved through mediation, the parties agree that it will be submitted to binding arbitration to be conducted in accordance with Washington's Uniform Arbitration Act, RCW 7.04A, as amended from time to time. The arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute an original, but all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

GRANTOR:

GRANTEE:

~~James W. Johnson~~ P.O.A.  
Charles L. Greene, by James William Johnson,  
power of attorney

Arthur K. Chason  
Carolyn M. McCarthy

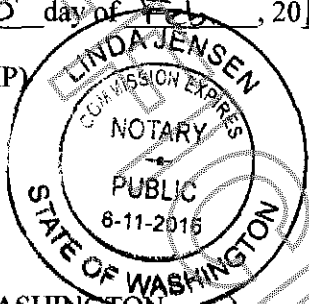
UNOFFICIAL DOCUMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that James William Johnson, power of attorney for Charles L. Greene, 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 this 5<sup>th</sup> day of Feb, 2016

(SEAL/STAMP)



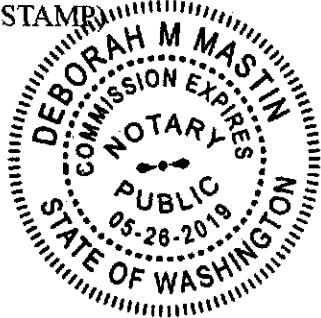
Linda Jensen  
NOTARY PUBLIC  
Printed Name: Linda Jensen  
My Commission Expires: 06-11-2016

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ~~SKAGIT~~ Whatcom )

I certify that I know or have satisfactory evidence that Arthur K. Chasson 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 this 8<sup>th</sup> day of Feb, 2016.

(SEAL/STAMP)



Deborah M. Mastin  
NOTARY PUBLIC  
Printed Name: Deborah M. Mastin  
My Commission Expires: 05/26/2019

UNRECORDED INSTRUMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT *D* )  
*Whatcom*

I certify that I know or have satisfactory evidence that Carolyn M. McCarthy 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 this *8<sup>th</sup>* day of *Feb*, 20*16*

(SEAL/STAMP)



*Deborah M. Mastin*  
NOTARY PUBLIC  
Printed Name: *Deborah M. Mastin*  
My Commission Expires: *05/28/2019*

UNRECORDED ORIGINAL DOCUMENT

**EXHIBIT A  
BURDENED PARCEL**

That portion of Government Lot 1, Section 21, Township 36 North, Range 3 East, W.M., lying northeasterly of the old county road, EXCEPT any portion thereof lying within the boundaries of a tract in the southeast corner conveyed to Bellingham Sash and Door Co., by deed recorded in Volume 182 of Deeds, page 170, and EXCEPT the following described tracts:

- (1) Beginning at a point in the center line of the old county road which is 510.4 feet South and 711.0 feet West of the Northeast corner of Government Lot 1; running thence North  $45^{\circ}$  East 30 feet to the true point of beginning; thence North  $45^{\circ}$  East 50 feet; thence North  $44^{\circ}$  West 100 feet; thence South  $45^{\circ}$  west 50 feet; thence South  $44^{\circ}$  East 100 feet to the true point of beginning.
- (2) Beginning at a point on the north line of Government Lot 1, which is 1079 feet West of the Northeast corner thereof; thence South  $44^{\circ}$  West 90.4 feet; thence South  $50^{\circ}$  East 192.9 feet; thence South  $40^{\circ}$  West 80.8 feet, more or less, to the State Road; thence North  $50^{\circ}$  West along the northerly line of said State Road 401.1 feet, more or less, to its intersection with the north line of Lot 1; thence East along said North line 276.9 feet to the point of beginning.
- (3) Beginning at a point on the North line of Government Lot 1, North  $89^{\circ}30'$  west 1079 feet from the corner common to sections 15, 16, 21 and 22 in Township 36 North, Range 3 East, W.M., thence South  $44^{\circ}$  West 90.4 feet; thence South  $50^{\circ}$  East 134 feet to the thread of an unnamed creek; thence Northerly following the thread of said creek upstream to the north line of Government Lot 1; thence West along the North line of Government Lot 1 to the point of beginning.
- (4) Beginning 681 feet South of the Northeast corner of Government Lot 1; thence 416 feet North; thence 208 feet West parallel to North line of said Government Lot 1; thence South 416 feet; thence East to point of beginning, EXCEPT ROADS, if any.
- (5) Beginning on the North line of Government Lot 1, North  $89^{\circ}30'$  West 1079 feet from the Northeast corner thereof; thence South  $44^{\circ}$  West 171.9 feet, more or less, to the North line of county road; thence Southeasterly along said county road 197.6 feet and the true point of beginning of this description; thence North  $40^{\circ}$  East 80.8 feet; thence North  $50^{\circ}$  West parallel with the North line of highway to the thread of an unnamed creek; thence Northeasterly along the thread of said creek to the North line of said Government Lot 1; thence Easterly along the North line of Lot 1 to a point which is 50 feet Southeasterly and at right angles to a line running North  $40^{\circ}$  East from the point of beginning; thence South  $40^{\circ}$  West to the northerly line of the county road; thence Northwesterly along the North line of county road to the point of beginning.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B  
BENEFITTED PARCEL**

That portion of Government Lot 1, in Section 21, Township 36 North, Range 3 East, W.M., described as follows:

Beginning 681 feet South of the Northeast corner of said subdivision;  
thence North along the East line of said subdivision 416 feet;  
thence West parallel with the North line of said subdivision, 208 feet;  
thence South 416 feet;  
thence East to the point of beginning.

EXCEPT that portion, if any, conveyed to Bellingham Sash and Door Company, by deed recorded in Volume 182 of Deeds, page 170.

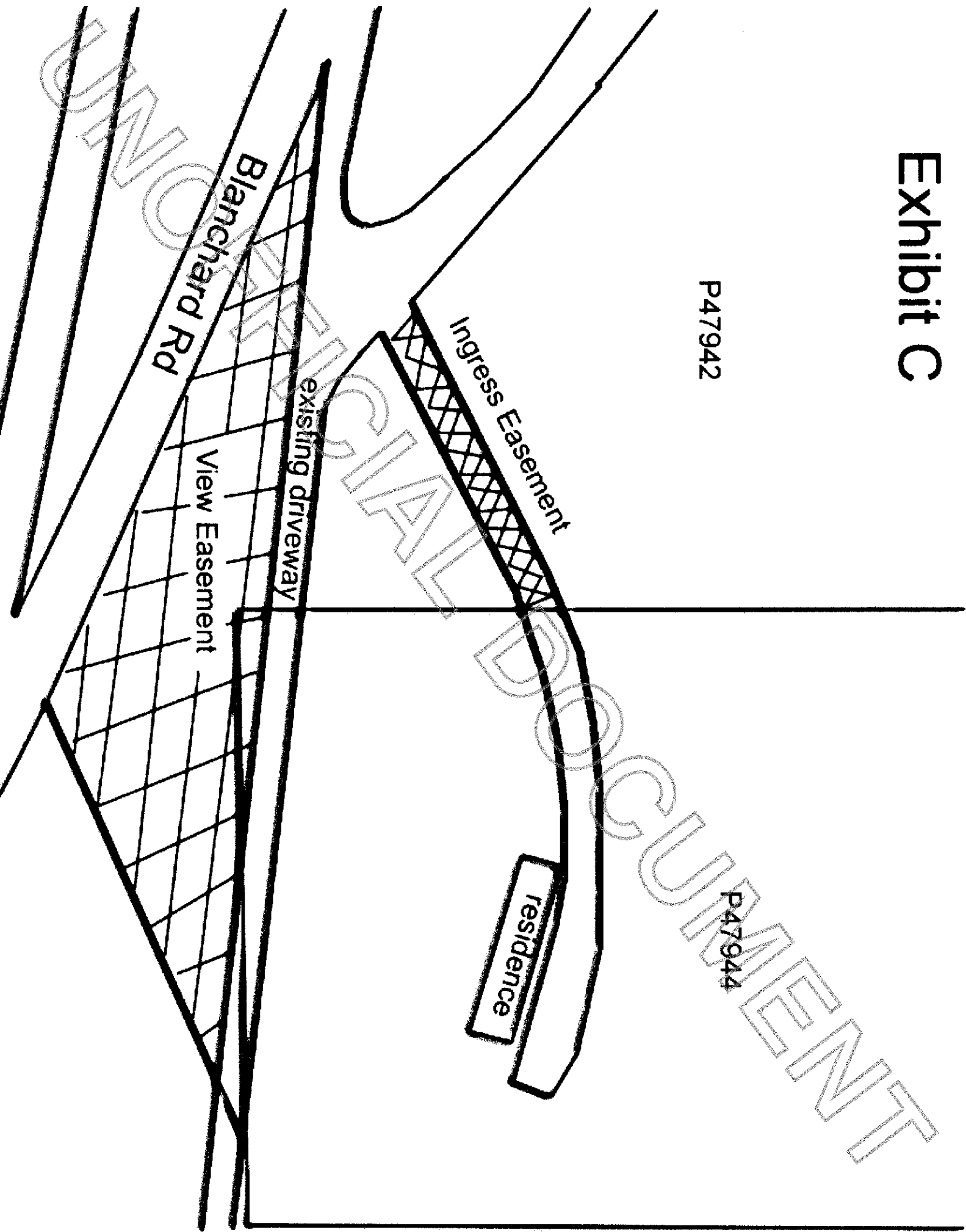
ALSO EXCEPT that portion conveyed for County road known as Alger-Blanchard Road by Deed recorded September 10, 1982, under Auditor's File No. 8209100025.

TOGETHER WITH an easement in Government Lot 1 of Section 21, Township 36 North, Range 3 East, W.M., 20 feet in width, along the North line of the old railway grade in said Government Lot 1, from said premises to the County road and as delineated on that survey recorded April 2, 2998, under Auditor's File No. 9804020067, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

# Exhibit C

P47942



P47944

residence

Ingress Easement

existing driveway

Blanchard Rd

View Easement

**EXHIBIT D  
VIEW CORRIDOR**

That portion of Government Lot 1, in Section 21, Township 36 North, Range 3 East, W.M., described as follows:

Beginning 681 feet South of the Northeast corner of Government Lot 1; thence 321.9 feet West parallel to North line of said Government Lot 1 to the county road known as Blanchard Road; thence Southeasterly along said county road 153.5 feet; thence North 44 degrees east 171.9 feet, more or less, to the true point of beginning of this description.

Situated in the County of Skagit, State of Washington.