

After Recording Return To:

RKSJ, LLC

6067 Central Avenue

Anacortes, WA 98221



201603010004

Skagit County Auditor

\$76.00

3/1/2016 Page

1 of

4 9:30AM

EASEMENT FOR VIEW

GRANTORS:	RKSJ, L.L.C., a Washington limited liability company
GRANTEES:	RKSJ, L.L.C., a Washington limited liability company
Legal Description:	SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
Abbreviated Form:	Lots 3&4, SP PL07-0077
Additional on Page:	1&2
Assessor's Tax Parcel Nos:	P128069, P128070

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

THE UNDERSIGNED GRANTOR, RKSJ, L.L.C., a Washington limited liability company, is the owner of the following described property:

Parcel A:

Lot 4 of Skagit County Short Plat PL07-0077, Pangea Vista II, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072.
Situate in Skagit County, Washington.

THE UNDERSIGNED GRANTEE, RKSJ, L.L.C., a Washington limited liability company, is the owner of the following described property:

Parcel B:

Lot 3 of Skagit County Short Plat PL07-0077, Pangea Vista II, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072.
Situate in Skagit County, Washington.

THE UNDERSIGNED GRANTOR and GRANTEE, for and in consideration of creating a view easement and the mutual promises and covenants herein, the sufficiency of which consideration is hereby acknowledged, Grantor hereby conveys and quitclaims to Grantee and Grantee's successors, heirs and assigns and all persons taking title through Grantee (collectively "Grantee") a non-exclusive, perpetual easement for view over, under and across the following described real estate (the "Easement Area"), situated in the County of Skagit, State of Washington, to-wit:

That portion of Lot 4, Pangea Vista II, Skagit County Short Plat PL07-0077, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072 lying within 600 feet easterly of the westerly property line of said Lot 4.

Subject to easements, encumbrances, restrictions, court actions and all matters of record. Situate in Skagit County, Washington.

This easement is granted for the benefit of the following described real property:

Lot 3 Pangea Vista II, Skagit County Short Plat PL07-0077, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072 .

Subject to easements, encumbrances, restrictions, court actions and all matters of record. Situate in Skagit County, Washington.

Grantee may cut and remove, or trim and top up to 30 trees per calendar year within the Easement Area in order to obtain and/or maintain an unobstructed view of the Puget Sound waters as viewed from the location of any residence(s), or residence(s) under construction, on Parcel B. Grantee may not cut, trim or top more than 30 trees in a calendar year without the prior written approval of the Grantor. Grantee must notify the Grantor in writing thirty days prior to starting any such activities, flag the trees involved, and include a drawing of the area that clearly shows the location of the trees involved, the location of the residence(s) , and the line(s) of sight to the Puget Sound waters. Grantee may not cut, trim, or top any trees in the Easement Area that are not blocking the line(s) of sight as described above.

Any such tree removal must follow state and county regulations. Grantee will pay the Grantor any net profit resulting from the sale of any trees removed from the view Easement Area. Alternatively, the Grantee may deliver the cut logs to the Grantor, at the discretion of the Grantor. Grantee may not utilize any portion of the easement area for any purpose other than described herein. Grantee may not cut, trim or top any trees located within 50 feet of a residence without the prior written approval of the owner of the residence. Grantee may not cut, trim or top any trees located within 50 feet of the edge of a driveway, roadway or cul-de-sac without the prior written approval of the Grantor.

Grantee shall be responsible for removal of all debris and restore the Grantor's property to its pre-activity condition within 30 days of the completion of the work. At the option of the Grantor, the Grantee 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.

All work shall be performed by a licensed, bonded and insured contractor. Grantee shall indemnify and hold Grantor harmless from any and all claims made by Grantee, Grantee's invitees, consultants, contractors, employees and other such persons, which claims arise out of or relate to work performed pursuant to this easement.

The benefits, burdens, and covenants of the easement(s) granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's and Grantee's property and their respective heirs, successors and assigns, and all persons possessing any of said property, or subdivisions thereof, by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

DATED this 29th day of February, 2016.

GRANTOR
RKSJ, LLC

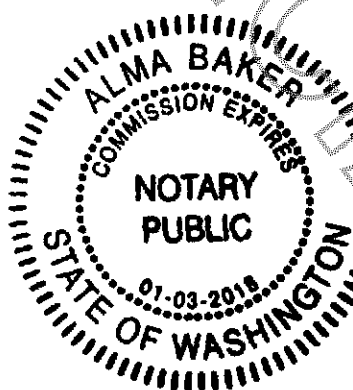
Earl Roger Noar
By: EARL ROGER NOAR
Its: Manager

GRANTEE
RKSJ, LLC

Earl Roger Noar
By: EARL ROGER NOAR
Its: Manager

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that EARL ROGER NOAR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of RKSJ, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 02/29/2016

[Signature]

(Signature)

NOTARY PUBLIC

Alma Baker

Print Name of Notary

My appointment expires: 1/3/2018