

After Recording Return To:

RKSJ, LLC

6067 Central Avenue

Anacortes, WA 98221



201603010006

Skagit County Auditor

\$76.00

3/1/2016 Page

1 of

4 9:30AM

EASEMENT FOR LANDSCAPING AND BUFFER

GRANTORS: RKSJ, L.L.C., a Washington limited liability company

GRANTEES: RKSJ, L.L.C., a Washington limited liability company

Legal Description:

Abbreviated Form: Lots 3&4, SP PL07-0077

Additional on Page: 1&2

Assessor's Tax Parcel Nos: P128069, P128070

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

Parcel A:

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

Parcel B:

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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 01 2016

Easement for Landscaping and Buffer- 1

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

THE UNDERSIGNED GRANTOR and GRANTEE, for and in consideration of creating a landscaping and buffer 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 landscaping and buffer 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 3, Pangea Vista II, Skagit County Short Plat PL07-0077, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072 described as follows:

Beginning at the most westerly corner of said Lot 3,
thence North 51° 30' 19" East a distance of 169.26 feet,
thence North 60° 53' 54" East a distance of 110.00 feet,
thence South 9° 14' 52" West a distance of 192.49 feet,
thence North 75° 38' 11" West a distance of 125.00 feet,
thence North 89° 54' 15" West a distance of 76.56 feet to the Point of Beginning.

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 4 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.

Grantor and future owners of Parcel A, shall not install or construct fencing, signage, structures, landscaping, nor cut or remove trees, nor change or modify the soil or vegetation, nor use the area for storage, parking, temporary structures, within the Easement Area without the prior, written approval of Grantee. Grantor may trim or top trees to obtain or maintain a view of the Puget Sound waters.

Grantee may install and maintain landscaping within the Easement Area. Any landscaping installed within the Easement Area shall not impede the access, drainage, or utilities easements documented in the Pangea Vista II, Skagit County Short Plat PL07-0077, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072. Grantee shall not otherwise use the Easement Area without the prior written approval of Grantor.

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.

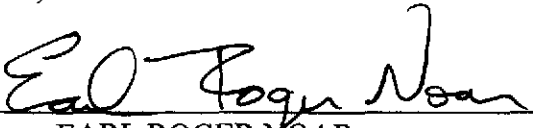
This Easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.

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

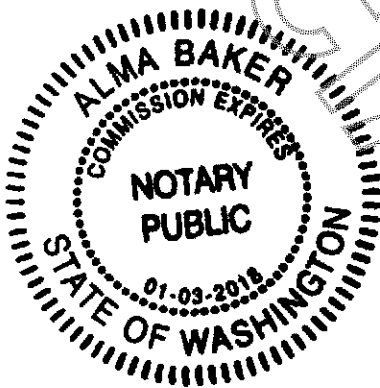

By: EARL ROGER NOAR
Its: Manager

GRANTEE
RKSJ, LLC


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: 02/29/2014

Alma Baker

(Signature)

NOTARY PUBLIC

Alma Baker

Print Name of Notary

My appointment expires: 1/3/2018