

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Bridget Ibarra
DATE 10/09/2019

Return Address for Recorded Copy:
Lipton Law Group, PLLC
P.O. Box 11768
Bainbridge Island, WA 98110

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANT

<u>Grantor:</u>	Jo Ann Harke
<u>Grantee:</u>	Miles Hunter and Monika MacGuffie
<u>Abbrev Legal Grantor Property:</u>	Ptn Govt. Lot 1, Sec. 25, Twn. 36 N., Range 2 E., Willamette Meridian
 <u>Abbrev Legal Grantee Property</u>	 Ptn Govt. Lot 1, Sec. 25, Twn 36 N, Range 2 E, Willamette Meridian
<u>Assessor's Parcel Numbers:</u>	360225-0-075-0007; 360225-0-068-0006
<u>Documents Assigned or Released:</u>	N/A

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, this declaration of easements and restrictive covenants ("**Declaration**") is made by and among the Grantor and Grantee, as follows:

1. Grantor Property and Grantee Party:

1.1. Grantor Property. Grantor is the owner of that certain real property legally described on the attached *Exhibit A* ("**Grantor Property**").

1.2. Grantee Party. Grantee is the owner of that certain real property legally described on the attached *Exhibit B* ("**Grantee Property**").

2. Survey. The survey attached as *Exhibit C* ("**Survey**") describes two (2) limited and specific easement areas located on the Grantor Property. The easement areas are located between

the houses located on the Grantor Property and Grantee Property. Paragraphs 3, 4, and 5 of this Declaration establish the limited rights of Grantee to use the easement areas described in the Survey. Grantor retains all rights associated with fee ownership of the easement areas and Grantee's rights in and to the easement areas shall be limited to the limited rights set forth in this Declaration.

3. Arbor Easement Area. Grantor hereby grants a non-exclusive easement over the portion of the Grantor Property described in the Survey as the "Arbor Easement Area" for the benefit of the Grantee Property for the period of the Grantee's ownership of the Grantee Property. Grantee may maintain and repair all portions of the arbor by sanding, staining, replacing rafters and performing any other reasonable and customary maintenance and repairs necessary to maintain the arbor. The arbor may not be modified in any manner that results in any portion of the structure extending beyond its current location on the Grantor's Property. If the arbor or any encroaching portion of the arbor is removed by Grantee, Grantee may not locate any portion of a replacement arbor on Grantor's Property. Grantor shall retain all rights associated with fee ownership of the Arbor Easement Area, subject only to the limited rights of Grantee under this Declaration. Grantee agrees to permanently remove and not replace the arbor prior to sale or any other disposition of the Grantee Property, whichever shall occur first.

4. Northern Landscaping Easement Area. Grantor hereby grants a non-exclusive easement over the portion of the Grantor Property described in the Survey as the "Northern Landscaping Easement Area" for the benefit of the Grantee Property for the period of the Grantee's ownership of the Grantee Property. Grantee may access, use and maintain the Northern Landscaping Easement Area as a garden and landscaping bed, including all uses customary and incidental thereto. Grantor shall not construct any improvements or place any structures in the Northern Landscaping Easement Area, whether temporary or permanent, including, without limitation, picnic tables, firepits, pavers, pathways, flatwork or walls, pergolas, arbors, gazebos, and benches. Grantor shall retain all rights associated with fee ownership of the Northern Landscaping Easement Area, subject only to the limited rights of Grantee under this Declaration. Should the Flagpole described below in Paragraph 5 be removed, the Northern Landscape Easement and all rights and restrictions imposed on both Grantor and Grantee with respect to the Northern Landscape Easement Area shall terminate. If not terminated by Grantee's removal of the Flagpole, the Northern Landscape Easement shall terminate upon sale or any other disposition of the Grantee Property, whichever shall occur first.

5. Flagpole Grantor agrees not to remove, deface, damage, alter, move, relocate, or destroy the flagpole depicted and labeled as "Flagpole" on the Survey. Grantor hereby grants Grantee the right to use and maintain the flagpole for the period of the Grantee's ownership of the Grantee Property. Grantee's access to the flagpole shall be by means of the "Northern Landscaping Easement Area" described above. If the flagpole is removed by Grantee, Grantee may not locate any portion of a replacement flagpole on Grantor's Property. Grantor shall retain all rights associated with fee ownership of the Grantor Property around and under the flagpole, subject only to the limited rights of Grantee under this Declaration. Grantee agrees to remove the Flagpole prior to sale or any other disposition of the Grantee Property, whichever shall occur first.

6. In-Ground Sprinkler System. Grantee owns and operates an in-ground sprinkler system serving the landscaping, vegetation and lawn located between the houses on the Grantor Property

and Grantee Property. Grantor agrees not to knowingly remove, damage, alter, move, relocate or destroy the system or any component thereof. Grantor hereby grants Grantee the right to access, maintain, use and operate the portions of the sprinkler system located on the Grantor Property. Grantor agrees not to use or improve the Grantor Property in any manner that knowingly interferes with operation of or damages the sprinkler system or any component thereof. Grantor shall retain all rights associated with fee ownership of the portions of the Grantor Property on or under which the system is located, subject only to the limited rights of Grantee under this Declaration. The control box for the sprinkler system is currently located on Grantor's Property. Grantor may remove and dispose of the control box and other components of the sprinkler system from Grantor's Property upon sale or any other disposition of the Grantee Property, whichever shall occur first. Grantee shall not be obligated to remove any components of the sprinkler system that are located on the Grantor Property and Grantee may abandon all such components in-place, however if any portion of the sprinkler system located on Grantor's property needs to be repaired and is subsequently exposed, Grantee shall remove the portion of the sprinkler system located on Grantor's property.

7. Damage and Restoration of Easement Areas. Grantee shall, at Grantee's sole expense, promptly repair any damage to the Grantor Property resulting from the exercise of Grantee's rights hereunder. Grantor shall, at Grantor's sole expense, promptly repair any damage to the Grantee Property resulting from the exercise of Grantor's rights hereunder.

8. Removal of Encroaching Items. Subject to the terms governing removal of the sprinkler system and components thereof, as set forth in Paragraph 6, Grantor shall have the right to remove all items, including but not limited to, flower beds, trees, bushes, and structures which extend beyond the defined boundaries of any easement provided in Paragraphs 3, 4, and 5 above. Notwithstanding the foregoing, Grantor's actions with respect to trees located entirely on Grantee's Property or with a trunk straddling the common boundary line shall be subject to applicable Washington law. Grantor shall have the right to utilize, in whatever manner Grantor sees fit, all of Grantor's property not specifically restricted as provided in this Agreement.

9. Liens. Grantee shall ensure that all work contracted for or performed on Grantor's property is paid in full and on time. Grantee shall defend and indemnify Grantor against any all liens resulting from Grantee's late or less-than-complete payment. Grantee shall promptly pay any such liens that do arise and secure an unconditional, full release of said lien at Grantee's expense.

10. Survey Costs. Grantee shall be responsible for commissioning and paying the costs of the Survey. The boundaries of the easement areas defined under this Declaration have been reviewed and approved by both parties. No boundaries shall be altered, amended, or modified without the express written consent of both parties.

11. General Terms. The rights and restrictions in this Declaration shall expire upon the Grantee's sale, transfer, or any other disposition of the Grantee's Property. The rights and restrictions in this Declaration do not run with the land. Grantee shall notify any subsequent purchaser, transferee, or recipient of Grantee's Property of this Agreement, the rights and restrictions provided for herein, and the expiration or change of any rights or restrictions conditioned upon the sale or any other disposition of Grantee's Property. This Declaration represents the entire agreement between the parties with respect to the subject matter herein and

EXHIBIT A
(Legal Description of Grantor Property)

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 25, TOWNSHIP 36 NORTH,
RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS FROM THE SOUTHWEST CORNER OF SAID
LOT, NORTH 0°19'00" EAST, 1,010 FEET AND SOUTH 89°41'00" EAST, 400 FEET;
THENCE SOUTH 89°16'00" EAST, 939 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, RUN SOUTH 70 FEET;
THENCE SOUTH 89°16'00" EAST, 75 FEET;
THENCE NORTH TO THE SHORE OF BELLINGHAM BAY;
THENCE WESTERLY ALONG THE SHORE OF BELLINGHAM BAY TO A POINT DUE
NORTH OF THE TRUE POINT OF BEGINNING;
THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

EXHIBIT B
(Legal Description of Grantee Property)

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, EMBRACED WITH THE FOLLOWING DESCRIBED BOUNDARIES TO-WIT:

BEGINNING AT A POINT WHICH BEARS FROM THE SOUTHWEST CORNER OF SAID LOT, NORTH 00°19' EAST 1,010 FEET;

THENCE SOUTH 89°41' EAST 400 FEET;

THENCE SOUTH 89°16' EAST 1,104 FEET;

THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 70 FEET;

THENCE SOUTH 89°16' EAST 50 FEET THENCE NORTH TO THE SHORE OF BELLINGHAM BAY;

THENCE WESTERLY ALONG THE SHORE OF BELLINGHAM BAY TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS IN FRONT OF, ADJACENT TO AND ABUTTING ON SAID PREMISES.

SITUATED IN SKAGIT COUNTY, WASHINGTON

PARCEL B:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE FOLLOWING DESCRIBED STRIP OF LAND:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 940 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT;

THENCE SOUTH 89°41' EAST, 400 FEET;

THENCE SOUTH 89°16' EAST, 1,250 FEET;

THENCE SOUTH 50 FEET; THENCE NORTH 89°16' WEST TO THE WEST LINE OF SAID LOT;

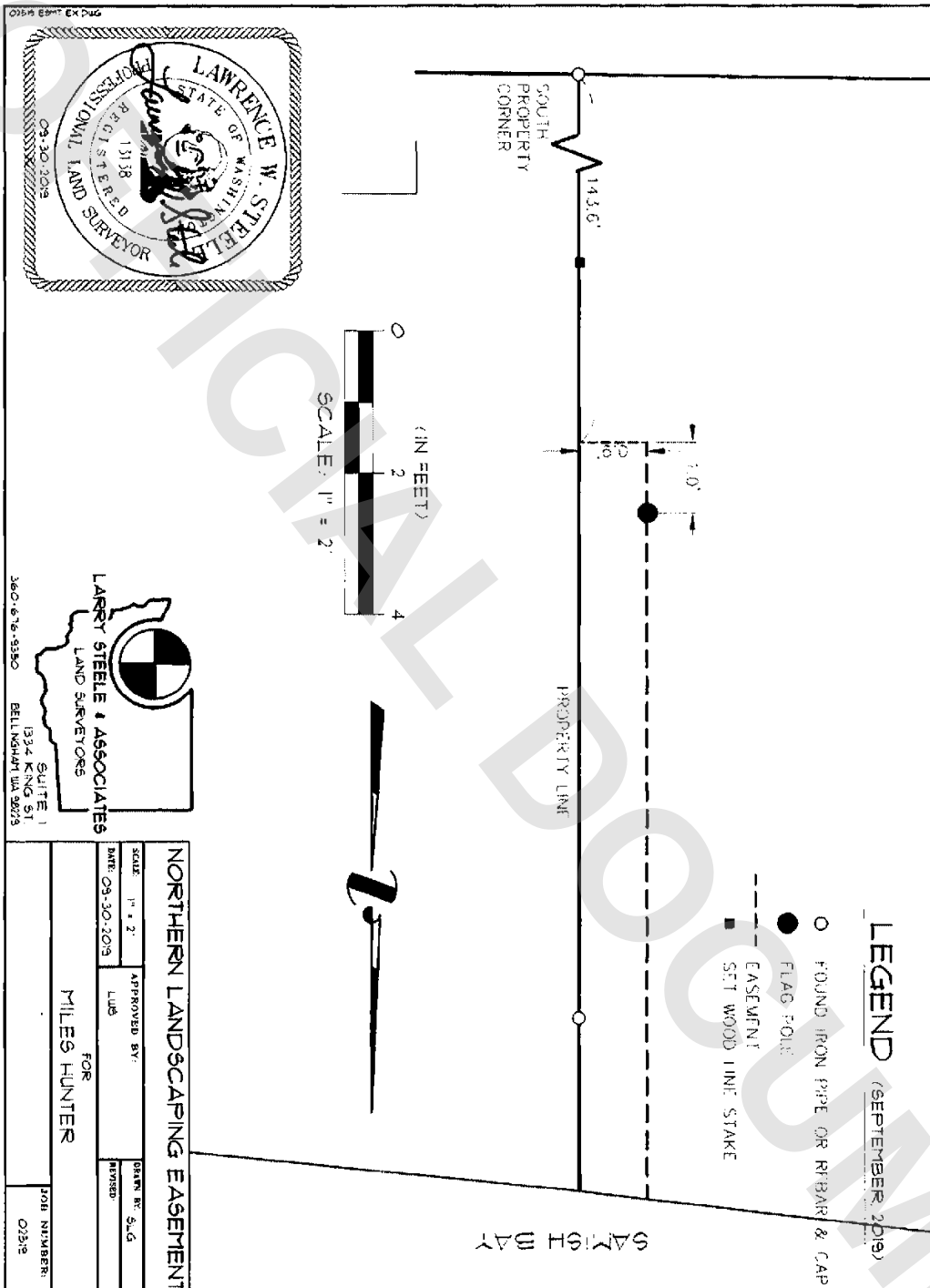
THENCE NORTH TO THE PLACE OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT C
(Survey)

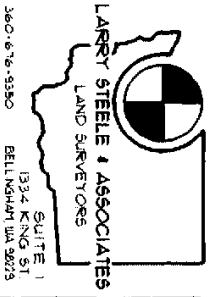
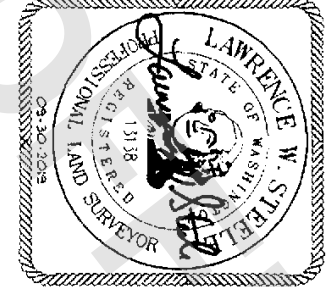
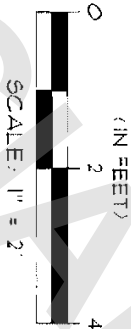
UNOFFICIAL DOCUMENT

EXHIBIT C
 (cont'd.)



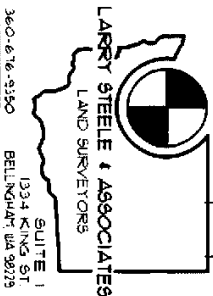
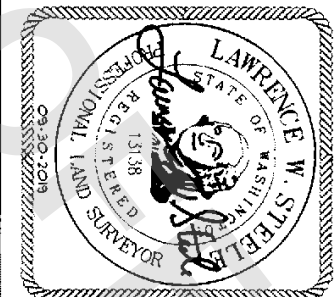
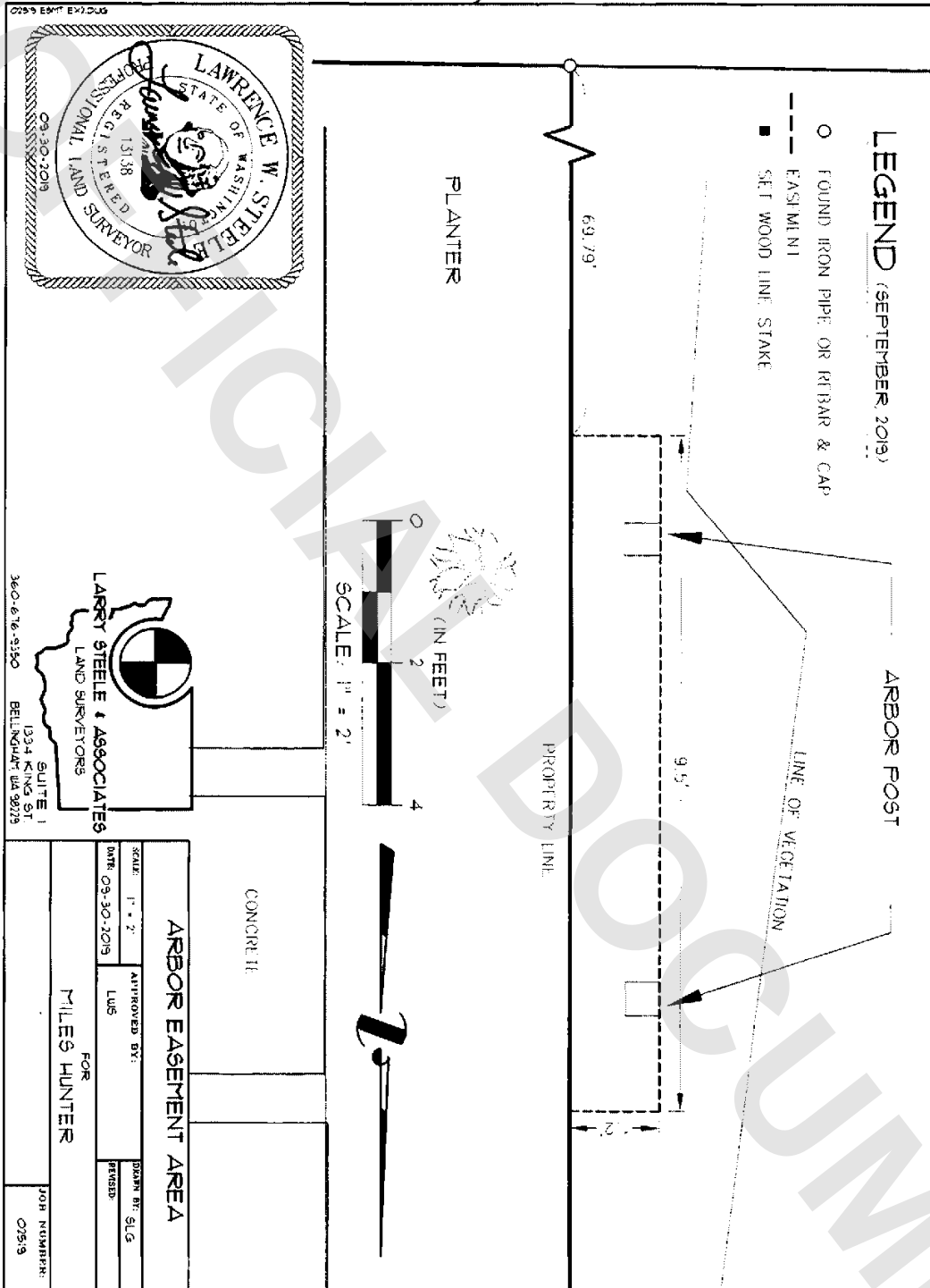
LEGEND (SEPTEMBER 2019)

- FOUND IRON PIPE OR REBAR & CAP
- FLAG POLE
- EASEMENT
- SET WOOD LINE STAKE



NORTHERN LANDSCAPING EASEMENT	
SCALE: 1" = 2'	APPROVED BY: LUB
DATE: 09-30-2019	DATE: 09-30-2019
FOR MILES HUNTER	
JOB NUMBER: 07319	

EXHIBIT C
 (cont'd)



SCALE: 1" = 2'		APPROVED BY:	DATE: 09-30-2019
FOR: MILES HUNTER		DRAWN BY: SLG	REVISED:
JOB NUMBER: 07519			

may not be modified or amended except by a written agreement executed and acknowledged by the owners of the Grantor Property and the Grantee Property. In the event of any dispute hereunder, including any arbitration, litigation or other proceeding, 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 filing costs and reasonable attorneys' fees.

Executed as of this 16 day of August, 2019

GRANTOR

Printed Name

GRANTEE

Miles Hunter

MILES HUNTER

Printed Name

Monika Maguffie

MONIKA MAGUFFIE

Printed Name

may not be modified or amended except by a written agreement executed and acknowledged by the owners of the Grantor Property and the Grantee Property. In the event of any dispute hereunder, including any arbitration, litigation or other proceeding, 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 filing costs and reasonable attorneys' fees.

Executed as of this 21 day of August, 2019

GRANTOR

Jo Ann Harke
Jo Ann Harke

Printed Name

GRANTEE

Monika MacGuffie

Printed Name

Niles Hunter

Printed Name

UNOFFICIAL DOCUMENT

STATE OF WA }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jo Ann Horke is the person who appeared before me, and said person acknowledged that ~~he~~/she signed this instrument, on oath stated that ~~he~~/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21 day of August, 2019.



Gratianna E Martin
Printed Name Gratianna E Martin
NOTARY PUBLIC in and for the State of WA
residing at Ht Vernon, WA 98274
My Commission Expires May 27th 2020

STATE OF _____ }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that MONIKA MACGUFFIE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2019.

Printed Name _____
NOTARY PUBLIC in and for the State of _____
residing at _____
My Commission Expires _____

STATE OF _____ }
COUNTY OF _____ } ss.

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

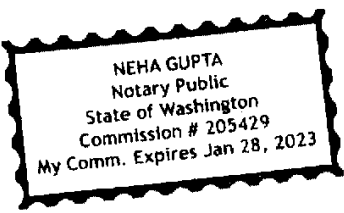
GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2019.

Printed Name _____
NOTARY PUBLIC in and for the State of _____
residing at _____
My Commission Expires _____

STATE OF WA }
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that MONIKA MACGUFFIE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of August, 2019.

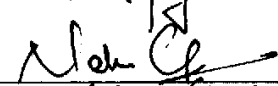


X [Signature]
Printed Name Neha Gupta
NOTARY PUBLIC in and for the State of WA
residing at Seattle
My Commission Expires 01/28/2023

STATE OF WA }
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that MILES HUNTER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16 day of August, 2019.


Printed Name Neha Gupta
NOTARY PUBLIC in and for the State of WA
residing at Seattle
My Commission Expires 01/28/2023

