

AFTER RECORDING RETURN TO:

MARK A. LACKEY
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225-3105REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 04/28/2020**LAND TITLE AND ESCROW
01-177556-OE**

Document title: Declaration of View Protection Easement
Declarant: Amy Holt, an unmarried person
Legal Description: Lots 1 and 3, Skagit County Short Plat No. 99-0033 in the SW 1/4 of Sec 3, Twp 33 N,
R4E, WM
Tax Parcel No(s): P127064 P126951 P128607 P16245

DECLARATION OF VIEW PROTECTION EASEMENT

THIS EASEMENT is made, granted, declared and entered into this 18 day of March, 2020, by AMY HOLT, an unmarried person ("Declarant").

RECITALS:

A. Declarant is the owner of real property located in Skagit County, Washington, legally described as follows:

Lot 3, Skagit County Short Plat No. 99-0033 approved 03/12/2009 and recorded 03/13/2009 as Auditor's File No. 200903130064 being a portion of the South 1/2 of Section 3, Township 33 North, Range 3 East, W.M.; TOGETHER WITH a 60-foot wide non-exclusive easement for ingress, egress and utilities as established of record by Easement Exchange recorded 06/30/1989 as Auditor's File No. 8906300010.

Situate in Skagit County, Washington.

Hereinafter referred to as "**Servient Estate**".

B. Declarant owns the following real property located in Skagit County, Washington, legally described as follows:

Lot 1, Skagit County Short Plat No. 99-0033 approved 03/12/2009 and recorded 03/13/2009 as Auditor's File No. 200903130064 being a portion of the South 1/2 of Section 3, Township 33 North, Range 3 East, W.M.; TOGETHER WITH a 60-foot wide non-exclusive easement for ingress, egress and utilities as established of record by Easement Exchange recorded 06/30/1989 as Auditor's File No. 8906300010.

Hereinafter referred to as "**Dominant Estate**".

DECLARATION OF VIEW PROTECTION EASEMENT - 1

C. The Dominant Estate currently have views that provide value to the Dominant Estate.

D. The parties intend to create a view protection easement in the form of an encumbrance on the Servient Estate to protect the views from the Dominant Estate.

NOW, THEREFORE, the parties agree as follows:

1. **GRANT/DECLARATION OF EASEMENT.** Declarant hereby grants, declares, and conveys to the owner of the Dominant Estate, their successors and assigns, an easement for the free and uninterrupted view over and across that portion of the Servient Estate that is within one hundred fifty feet (150') of any boundary line located on the Dominant Estate that all or a part thereof faces outwardly to either the North or West (the "Easement Area").

2. **RESTRAINTS IMPOSED BY EASEMENT.** The owner of the Dominant Estate shall have the right to enter upon the Easement Area to remove, trim or top any vegetation including but not limited to, natural trees, shrubs, hedges, plantings, planted trees, planted shrubs, or landscaping. Removal, trim or topping of vegetation shall be at the owner of the Dominant Estate's sole cost and expense. Any marketable timber removed by the owner of the Dominant Estate shall be owned by and delivered to the owner of the Servient Estate.

3. **TERMINATION.** This Easement may only be terminated upon written agreement of the owners of the Dominant Estate and the Servient Estate and recorded with the Skagit County Auditor's Office.

4. **WAIVER.** Failure or delay of any party in exercising any right or remedy under this Easement shall not constitute a waiver. The express waiver by any part of a breach of any provision of this Easement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be effective unless and until it is in written form signed by the waiving party.

5. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties, and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6. **MODIFICATION OR TERMINATION OF AGREEMENT.** Any termination or modification of this Agreement, or additional obligations assumed by either party in connection with the Agreement shall be binding only if evidence in writing signed by each party, or an authorized representative of each party.

7. **ARBITRATION, ATTORNEY'S FEES AND COSTS.** In the event of any controversy, claims or dispute relating to this instrument or breach, the issue shall be submitted to binding arbitration and the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs. Any arbitrator's award shall be enforceable under Title 7A of the Revised Code of Washington.

8. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. The Easement created shall touch, concern and run with the land benefitting the Grantees and their successors and burdening the Grantors and their successors.


DECLARATION OF VIEW PROTECTION EASEMENT - 2

9. **GOVERNING LAW.** It is agreed that this instrument shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

10. **NOTICES.** Any notice provided for or concerning this Assignment shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, if sent to the respective addresses of the Servient Estate and the Dominant Estate.

11. **SEVERABILITY.** If any provision of this Agreement is deemed void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect

IN WITNESS WHEREOF, the parties have signed this Easement the date above first written.

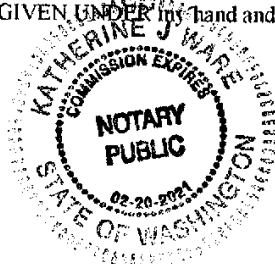

AMY HOLT

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

On this 18th day of March, 2020, before me personally appeared AMY HOLT, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.




PRINTED NAME: Katherine J. Ware

Notary Public in and for the State of Washington,

residing at Skagit

My commission expires: 02/20/2021