

Filed for Record at Request of:
Law Offices of Gregory E. Thulin, PS
2200 Rimland Drive, Suite 115
Bellingham, WA 98226

Grantor: David J. & Diana L. Richardson
Grantee: David J. & Diana L. Richardson
Abbreviated legal: Ptn. Gov. Lot 2, S17, T34N, R2E
Tax Parcel Nos: P20374 & P20379
Full Legal: Pages 6 & 7

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie L. Bear
DATE 08/16/2021

UTILITY & VIEW EASEMENT

THIS UTILITY AND VIEW EASEMENT, is effective this 16 day of August, 2021, and is by and between David J. Richardson and Diana L. Richardson, husband and wife (collectively "Richardson").

RECITALS

- A. Richardson is the owner of real property and improvements legally described in Exhibit "A" attached hereto and incorporated herein ("Parcel A").
- B. Richardson is also the owner of the real property and improvements legally described in Exhibit "B" attached hereto and incorporated herein ("Parcel B").
- C. Parcel A and Parcel B are adjacent to each other.
- D. There are currently two (2) onsite septic systems on Parcel A which, due to the topography of Parcel A, can only be accessed over a portion of Parcel B.
- E. Richardson has executed a purchase and sale agreement where Richardson is selling Parcel B. As part of the transaction, Richardson has agreed to provide a view easement over a portion of Parcel A for the benefit of Parcel B; Richardson has further agreed to provide an easement for utilities and general maintenance of Parcel A over a portion of Parcel B for the benefit of Parcel A.
- F. As part of the purchase and sale agreement, Richardson has also agreed to preserve

the view from Parcel B over Parcel A.

G. Richardson has agreed to provide the following easements, subject to the terms and conditions herein.

NOW, THEREFORE, Richardson agrees as follows:

A. OSS UTILITY EASEMENT

Richardson makes the following grant of easement for the benefit of Parcel A:

1. **Description of Easement.** The onsite septic system utility easement herein is located over and across the driveway located on Parcel B, then between the south side of the proposed home/structure to be constructed on Parcel B and the top of the bank, as depicted on Exhibit "C" attached hereto and incorporated herein by reference ("OSS Easement").

2. **Grant of Easement.** Richardson hereby grants an easement for utilities and general maintenance of Parcel A, over and across the OSS Easement area, as depicted on Exhibit "C" attached hereto. Richardson's grant over the OSS Easement area is for the sole benefit of Parcel A.

3. **Purpose.** The OSS Easement is for the primary purpose of providing the owners of Parcel A access to the onsite septic systems contained on Parcel A, so that the owners of Parcel A may maintain, repair and replace the onsite septic systems, subject to the notice provisions of paragraph 4 herein. The OSS Easement is also for the purpose of allowing the owners of Parcel A the right to meet their obligation to maintain their property including the View Easement area described in Section B.5 herein.

4. **Notice.** Prior to the owners of Parcel A repairing, maintaining or using the OSS Easement, 48 hour advance notice shall be provided to the owners of Parcel B. Such notice shall indicate the day, approximate time and individual(s) or company that will be utilizing the OSS Easement. Notice may be given by electronic means (i.e. email, text) or in writing.

5. **Repair.** The owner(s) of Parcel A shall repair, at their expense, any damage to or disturbance to the OSS Easement area, that are a direct result of the owner(s) of Parcel A's use thereof. If excessive rutting occurs from maintenance vehicle traffic, the owner(s) of Parcel A shall provide necessary roadway base preparations at their own expense.

6. **Maintenance.** The OSS Easement must be protected to mitigate erosion by ensuring the OSS Easement area stays vegetated with native grasses, or covering bare soils with mulch, crushed and clean gravel, or pavement. The owner(s) of Parcel A shall be responsible for such maintenance and care of the OSS Easement area and may, in their sole discretion, utilize native grasses, mulch, crushed or clean gravel, or pavement as a way to mitigate erosion.

6. **Indemnification.** The owners of Parcel A agree to indemnify and hold

harmless the owners of Parcel B from any and all claims, demands, loss, damage, expense and liens suffered by the owners of Parcel B as a result of the use of the OSS Easement, as well as any work performed thereto by the owners of Parcel A that may be allowed under this OSS Easement, including specifically the exercise of the owners of Parcel A's easement rights under this Agreement.

B. VIEW EASEMENT

1. **View Protection Corridor.** In order to protect the view from Parcel B, Richardson agrees to a view protection corridor over a portion of Parcel A approximately 100' x 157' immediately east of the northeast portion of Parcel B, and a triangular portion over Parcel A containing an area beginning approximately 85' south of Northeast corner of Parcel B ("Point of Beginning"); thence east to the easterly corner of Parcel A depicted as an "x" on Exhibit "D" attached hereto, thence south along the easterly property line of Parcel A a distance of 85'; thence northwest to the Point of Beginning. The view protection corridors identified herein are depicted on Exhibit "D" attached hereto and incorporated herein ("View Easement"). The View Easement has a maximum height for vegetation and improvements ("improvements" as that term is used herein, means structures, buildings, sheds, hand-built items, play structures, etc.).

a. **Improvement Limitation:** Except for the existing on-site septic system, including any required improvements to such system, the owners of Parcel A are prohibited from erecting, constructing, placing any improvements within that portion of the View Easement located on top of the ravine.

b. **Height Limitation on Vegetation:** Except for existing trees within the View Easement area, the maximum height of any vegetation within the View Easement shall be below ten (10') feet measured from the top of the ravine, as depicted on Exhibit "D" hereto.

2. Restrictions.

a. **Improvements:** The owners of Parcel A shall not erect, construct or maintain any improvements of any sort that exceed the height restriction within the View Easement, as defined in Paragraph 1(a) herein.

b. **Vegetation:** The owners of Parcel A shall not erect, plant or maintain any trees or vegetation of any sort that exceed the ten (10') feet height restriction within the View Easement.

3. **Pruning.** Subject to paragraph C.4 herein, the owners of Parcel B shall have the right to trim, cut, remove, fell or otherwise destroy any tree, shrub, brush or vegetation which exceeds the height limitation in the View Easement described in paragraph C.1.b. (hereinafter "Pruning"). All Pruning by the owners of Parcel B shall be performed by a licensed and bonded company, with liability insurance, and shall be at the sole cost and expense of the owners of Parcel B. PROVIDED, however, that the owners of Parcel B have the right to remove blackberry,

thistle and other invasive plants that are under the height restriction, without utilizing a licensed and bonded company, as long as the owners of Parcel B replace such vegetation with native plants.

4. **Hillside Preservation.** There is a steep hillside on Parcel A that is located within the View Easement. The parties hereto acknowledge and agree that vegetation is needed to maintain the stability of the hillside and prevent any potential landslide onto improvements within Parcel A. As such, it is agreed that all due care shall be taken by the owners of Parcel B to preserve the roots of any existing trees and/or vegetation within the View Easement. Thus, it is preferred that appropriate limbing of existing trees occur instead of complete removal. However, should the owners of Parcel B seek removal of existing trees, root systems shall remain in place and the owners of Parcel B shall plant the area where the tree was removed with a mix of groundcover, shrubs and other trees to preserve and increase the stability of the hillside.

5. **Maintenance.** The owners of Parcel A, at their sole expense, agree to maintain that portion of the View Easement area easterly from the east boundary of Parcel B to the top of the ravine, including maintaining appropriate ground coverings on the on-site septic drainfield (grass and/or ground cover) on Parcel A.

6. **Notice.** Prior to the owners of Parcel B performing any Pruning within the View Easement, they shall provide at least fifteen (15) calendar days advance written notice to the owners of Parcel A. Such notice shall set forth a plan of Pruning, the company that will be performing the Pruning (including address, telephone number and copy of license and insurance) and the date(s) the Pruning will take place.

7. **Indemnification.** The owners of Parcel B agree to indemnify and hold harmless the owners of Parcel A from any and all claims, demands, loss, damage, expense and liens suffered by the owners of Parcel A as a result of the use of the View Easement, as well as any work performed thereto by the owners of Parcel B that may be allowed under this Easement, including specifically the exercise of the owners of Parcel B's easement rights under this Agreement.

C. GENERAL PROVISIONS

1. **Binding Effect.** The Easements and the terms contained herein shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

2. **Litigation.** In the event any action is brought by either party to enforce the terms of this easement Agreement, or for damages resulting from a breach of this easement Agreement, prevailing party in such action shall be entitled to reasonable attorneys' fees and costs.

3. **Integration.** This easement Agreement contains all of the agreements, representations, warranties, and understandings of the parties and all prior dealings of the parties are merged herein. This easement Agreement may not be amended, changed or revised in any respect except in writing and signed by the party to be charged.

4. **Applicable Law.** This easement Agreement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

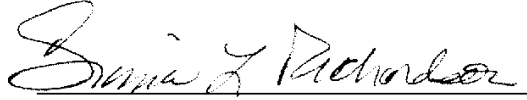
5. **Consideration.** There is no monetary consideration to be paid by any party hereto to any other party.

IN WITNESS WHEREOF, the parties described herein, have caused this agreement to be executed on the day, month, and year first above written.

RICHARDSON:



David J. Richardson



Diana L. Richardson

STATE OF WASHINGTON)

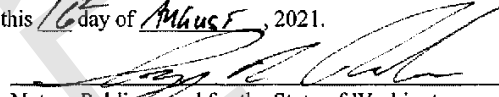
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me David J. Richardson and Diana L. Richardson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 16th day of August, 2021.




Notary Public in and for the State of Washington

Print name:

My commission expires:

Gregory E. Thulin
8-29-21

EXHIBIT "A"**Legal Description of Parcel A**

That portion of Section 17, Township 34 North, Range 2 East, W.M., described as follows:

The South 100 feet of Government Lot 1 and the South 100 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying Easterly of Gibraltar County Road as conveyed to the County by deed recorded January 12, 1939, under Auditor's File No. 30919.

Except that portion of Government Lot 1, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of Government Lot 1, as shown on that certain record of survey map recorded under Skagit County Auditor's File No. 200302040068; thence South $88^{\circ}36'09''$ East along the South line of said Government Lot 1 for a distance of 50.00 feet to the True Point Of Beginning; thence North $1^{\circ}04'54''$ East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, perpendicular to the South line of said Government Lot 1; thence South $88^{\circ}36'09''$ East along said North line for a distance of 357.04 feet; thence South $1^{\circ}04'54''$ West for a distance of 85.00 feet, more or less, to the South line of said Government Lot 1 at a point bearing South $88^{\circ}36'09''$ East from the True Point of Beginning; thence North $88^{\circ}36'09''$ West along said South line for a distance of 357.04 feet, more or less, to the True Point of Beginning.

Together with:

Parcel A:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per the plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North $87^{\circ}39'30''$ West along the North line of said Lot 1 for a distance of 137.87 feet; thence North $1^{\circ}04'54''$ East for a distance of 311.38 feet, more or less, to the North line of said Government Lot 2 as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; thence South $88^{\circ}36'09''$ East along said North line for a distance of 106.85 feet, more or less, to the Northerly projection of the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex" recorded in Volume 9 of Plats, Pages 9 and 9 $\frac{1}{2}$, records of Skagit County Auditor, at a point bearing North $4^{\circ}33'30''$ West from the Point of Beginning; thence South $4^{\circ}33'30''$ East along said Westerly right-of-way margin, or margin extended, or Jura Way, for a distance of 315.35 feet, more or less, to the Point of Beginning.

Parcel B:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described

as follows:

Commencing at the Northeast corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 4°33'30" West along the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex", recorded in Volume 7 of Plats, Pages 9 and 9 ½ for a distance of 152.18 feet to an intersection with the Westerly extension of Lot 1 said "Plat of Gibraltar Annex" and being the True Point of Beginning; thence continue North 4°33'30" West for a distance of 7.60 feet, more or less, to the North line of said Government Lot 2, as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; Thence South 88°36'09" East along said North line for a distance of 196.1 feet, more or less, to shoreline of Similk Bay; thence South 3°16'57" East along said shoreline to an intersection with the Easterly projection of the North line of said Lot 1, "Plat of Gibraltar Annex" at a point bearing South 88°04'30" East from the True Point of Beginning; thence North 88°04'30" West along said North line of Lot 1, "Plat of Gibraltar Annex", or North line extended for a distance of 196.1 feet, more or less, to the True Point of Beginning.

The above-described tract will also contain any tidelands of the second class that are within the Easterly projection of the Northerly and Southerly lines described above.

SUBJECT TO a 15.00 foot wide mutually beneficial easement for ingress, egress and utilities, over, under and across portions of Government Lot 1 and the Northeast ¼ of the Northwest ¼ of Section 17, Township 34 North, Range 2 East, W.M., for the benefit of Skagit County Assessor's Parcel No. P-20379, described as follows:

Commencing at the Southwest Corner of said Government Lot 1; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, to the North line of the South 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1 and being the True Point of Beginning; thence South 88°36'04" East for a distance of 20.00 feet; thence North 1°04'54" East for a distance of 15.00 feet, more or less, to the North line of the South 100.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence North 88°36'09" West along said North Line of said Government Lot 1 and the North line of the South 100.00 feet of the Northeast ¼ of the Northwest ¼ of said Section 17, Township 34 North, Range 2 East, W.M., for a distance of 301.14 feet, more or less, to the Easterly right-of-way margin of Gibraltar Road, being a point on a non-tangent curve; thence along the arc of said curve to the left, along said Easterly right-of-way margin, having an initial tangent bearing of South 2°20'21" West, a radius of 1,402.40 feet, through a central angle of 0°36'46", an arc distance of 15.00 feet, more or less, to a point bearing North 88°36'09" West from the True Point of Beginning; thence South 88°36'09" East for a distance of 281.39 feet to the True Point of Beginning.

All being subject to and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situated in the County of Skagit, State of Washington.

EXHIBIT "B"**Legal Description of Parcel B**

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per Plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 66°37'48" West, a distance of 248.61 feet; thence North 70°04'00" West, a distance of 64.47 feet to the Westerly line of said Government Lot 2; thence North along the West line of said Government Lot 2 to the North line of said Government Lot 2; thence East along said North line to the West line of the County Road; thence Southerly along said West line to the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1"; thence Westerly along said North line to the Point of Beginning.

Except the following described Parcels A and B:

Parcel A:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per the plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 87°39'30" West along the North line of said Lot 1 for a distance of 137.87 feet; thence North 1°04'54" East for a distance of 311.38 feet, more or less, to the North line of said Government Lot 2 as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; thence South 88°36'09" East along said North line for a distance of 106.85 feet, more or less, to the Northerly projection of the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex" recorded in Volume 9 of Plats, Pages 9 and 9 1/2, records of Skagit County Auditor, at a point bearing North 4°33'30" West from the Point of Beginning; thence South 4°33'30" East along said Westerly right-of-way margin, or margin extended, or Jura Way, for a distance of 315.35 feet, more or less, to the Point of Beginning.

Parcel B:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Northeast corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 4°33'30" West along the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex", recorded in Volume 7 of Plats, Pages 9 and 9 1/2 for a distance of 152.18 feet to an intersection with the Westerly extension of Lot 1 said "Plat of Gibraltar Annex" and being the True

Point of Beginning; thence continue North 4°33'30" West for a distance of 7.60 feet, more or less, to the North line of said Government Lot 2, as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; Thence South 88°36'09" East along said North line for a distance of 196.1 feet, more or less, to shoreline of Similk Bay; thence South 3°16'57" East along said shoreline to an intersection with the Easterly projection of the North line of said Lot 1, "Plat of Gibraltar Annex" at a point bearing South 88°04'30" East from the True Point of Beginning; thence North 88°04'30" West along said North line of Lot 1, "Plat of Gibraltar Annex", or North line extended for a distance of 196.1 feet, more or less, to the True Point of Beginning.

The above-described tract will also contain any tidelands of the second class that are within the Easterly projection of the Northerly and Southerly lines described above.

Together with that portion of Government Lot 1, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of Government Lot 1, as shown on that certain record of survey map recorded under Skagit County Auditor's File No. 200302040068; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet to the True Point of Beginning; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence South 88°36'09" East along said North line for a distance of 357.04 feet; Thence South 1°04'54" West for a distance of 85.00 feet, more or less, to the South line of said Government Lot 1 at a point bearing South 88°36'09" East from the True Point of Beginning; thence North 88°36'09" West along said South line for a distance of 357.04 feet, more or less, to the True Point of Beginning.

Also together with a 15.00 wide mutually beneficial easement for ingress, egress and utilities, over, under and across portions of Government Lot 1 and the Northeast ¼ of the Northwest ¼ of Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of said Government Lot 1; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, to the North line of the South 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1 and being the True Point of Beginning; thence South 88°36'04" East for a distance of 20.00 feet; thence North 1°04'54" East for a distance of 15.00 feet, more or less, to the North line of the South 100.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence North 88°36'09" West along said North Line of said Government Lot 1 and the North line of the South 100.00 feet of the Northeast ¼ of the Northwest ¼ of said Section 17, Township 34 North, Range 2 East, W.M., for a distance of 301.14 feet, more or less, to the Easterly right-of-way margin of Gibraltar Road, being a point on a non-tangent curve; thence along the arc of said curve to the left, along said Easterly right-of-way margin, having an initial tangent bearing of South 2°20'21" West, a radius of 1,402.40 feet, through a central angle of 0°36'46", an arc distance of 15.00 feet, more or less, to a point bearing North 88°36'09" West from the True Point of Beginning; thence South 88°36'09" East for a distance of 281.39 feet to the True Point of Beginning.

All being subject to and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situated in the County of Skagit, State of Washington.

EXHIBIT "C"

Diagram of OSS Utility Easement

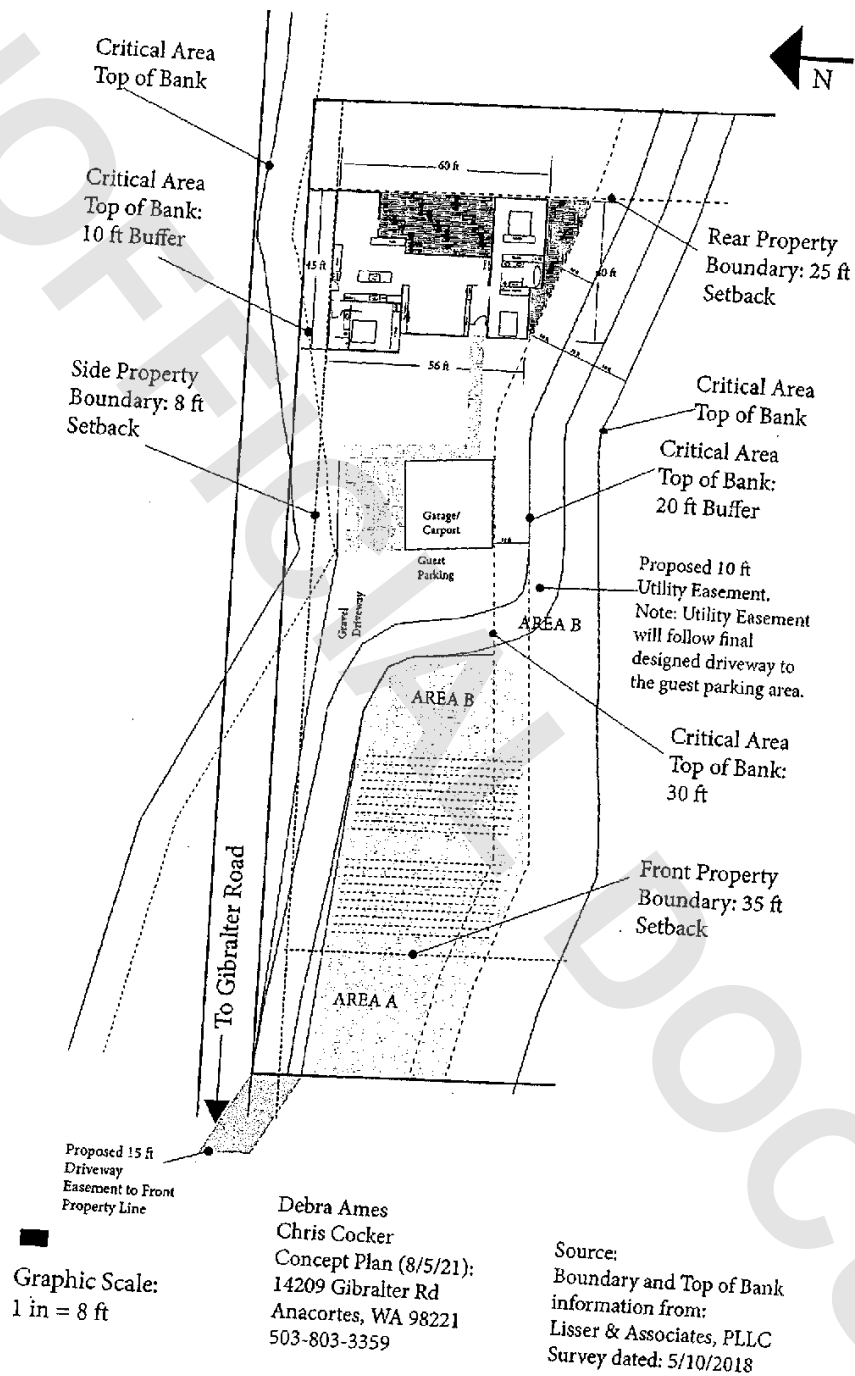


EXHIBIT "D"

Diagram of View Easement

EXHIBIT "D"
View Easement Area

