

Return AddressChris Felt
4405 Oakes Ave
Anacortes, WAREVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Bear
DATE 12/07/2021**WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)**

201248-LT

Document Title(s): Restrictive Covenant/Deed of Easement
Number(s) of Documents Referenced: None
Grantor(s) (Last name first, then first name and initials): Felt, Christopher P. Felt, Cheryl A.
Grantee(s) (Last name first, then first name and initials): Labadie, Raymond M.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) BARING'S ADD TO ANACORTES, LOTS 8 & 9, BLOCK 1906, 'BARINGS ADDITION TO ANACORTES, WASH.,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW. LOTS 8 & 9, BLOCK 1906, 'BARINGS ADDITION TO ANACORTES, WASH.,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW.
Assessor's Property Tax Parcel/Account Number Grantor: P56563 Grantee:

DEED OF EASEMENT -1

RESTRICTIVE COVENANT/DEED OF EASEMENT

RECITALS

Christopher P. Felt and Cheryl A. Felt, husband and wife (hereinafter, "Felt") own certain real property commonly known as 4405 Oakes Ave./ P56563, Anacortes, Skagit County, Washington, that is adjacent to and northerly of certain real property also owned by Felt. The 4405 Oakes Ave./ P56563 property is legally described in the attached Exhibit "A," which exhibit is incorporated herein, and subsequently referred to herein as the "4405 Oakes Property."

The adjacent properties currently owned by Felt is commonly known as 4319 Oakes Ave./P133694, Anacortes, Skagit County, Washington (the "4319 Oakes Property"), and 4401 Oakes Ave./P135491, Anacortes, Skagit County, Washington (the "4401 Oakes Property"). The 4319 Oakes Property is legally described in the attached Exhibit "B," which exhibit is incorporated herein.

Felt has entered into a purchase and sales agreement with Raymond M. Labadie ("Labadie"), in which Felt has agreed to place a height restriction over and across the 4405 Oakes Property for the benefit of the 4319 Oakes Property and the 4401 Oakes Property.

It is Felt's intent to place a height restriction over and across the 4405 Oakes Property for the benefit of the 4319 Oakes Property with this deed and covenant, and record a similar encumbrance across the 4405 Oakes Property for the benefit of the 4401 Oakes Property at a later date.

Further, it is Felt's intent that the height restriction shall restrict the height of structures and vegetation on the 4405 Oakes Property to no higher than the highest point of the current ridgeline of the roof of that single family residence as it currently exists on the 4405 Oakes Property. As used herein, the term "ridgeline" shall refer to the highest point of the roof, commonly referred to as the peak. The highest point of the current ridgeline of the roof is described in Exhibit "C." In the event of a conflict between the elevation described in Exhibit "C" and any other elevation purported to be described in this document, the elevation described in Exhibit "C" shall control.

GRANT OF EASEMENT

1. Grant of Easement. Felt hereby grants to Labadie, his successors and assigns, an easement across and over that portion of the 4405 Oakes Property that is above the elevation described in Exhibit "C," attached hereto (the "Ridge Elevation"). Said space is hereafter

DEED OF EASEMENT -2

referred to as the "Easement Area". The purpose of this easement is to benefit the 4319 Oakes Property by a view that is unobstructed and uninterrupted.

2. Protection of View. Felt, their successors and assigns hereby covenant and undertake that no additions, alterations, or repairs to the existing structure situated on the 4405 Oakes Property shall exceed the Ridge Elevation. In addition, in the event the existing structure situated on the 4405 Oakes Property is replaced at any time in the future, such replacement structure shall not exceed the Ridge Elevation.

Further, in the event any trees or vegetation situated on the 4405 Oakes Property grow above the Ridge Elevation, then Felt, their successors and assigns (hereinafter, the "the then-current owner of the 4405 Oakes Property") will promptly remove and/or prune all such trees and vegetation as necessary to keep the highest point of such vegetation below the Ridge Elevation. Such removal and/or pruning shall be at no cost or expense to Labadie, his successors and assigns (hereinafter, the "the then-current owner of the 4319 Oakes Property.")

In the event the then-current owner of the 4405 Oakes Property fails to limit any trees or other vegetation to a height below the Ridge Elevation, after the then-current owner of the 4319 Oakes Property gives not less than thirty (30) days written notice of such failure to the then-current owner of the 4405 Oakes Property, then, and not in limitation of the then-current owner of the 4319 Oakes Property's remedies, the then-current owner of the 4319 Oakes Property shall have the right to enter and re-enter the 4405 Oakes Property solely to remove, prune, top and otherwise reduce the height of such trees and/or vegetation to the height of the Ridge Elevation. The then-current owner of the 4405 Oakes Property hereby consents to such entry and re-entry for said purposes and covenants and agrees to indemnify the then-current owner of the 4319 Oakes Property against any and all costs arising in connection with such pruning, topping, and/or tree and vegetation removal.

All such work done by or on behalf of the then-current owner of the 4319 Oakes Property shall be done in a good and workmanlike manner so as to preserve to the greatest extent possible the health of the trees or vegetation being pruned, topped or removed. Tree removal by the then-current owner of the 4319 Oakes Property is allowed only in the event that the then-current owner of the 4319 Oakes Property is for any reason materially hindered from reducing the height of trees or other vegetation to the Ridge Elevation by, for example and not in limitation, government rules or laws. Further, all such work shall be done by or under the supervision of a licensed arborist reasonably approved by the then-current owner of the 4405 Oakes Property, which arborist and the then-current owner of the 4319 Oakes Property shall each maintain in effect a policy or policies of public liability insurance issued by an insurer authorized to do business in Washington, insuring against any and all claims or liability arising out of the entry onto the 4405 Oakes Property, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, or such higher amount as the then-current owner of the 4405 Oakes Property may reasonably require, covering bodily injury to persons (including death) and damage to property, and including contractual liability endorsement covering the

indemnification covenant below, and shall insure the insured party's operations on the 4405 Oakes Property, including the acts of its independent contractors. The then-current owner of the 4319 Oakes Property shall not be obligated to obtain such insurance unless and until he or she determines to come onto the 4405 Oakes Property pursuant to the rights established under this agreement, however, prior to any such entry or re-entry onto the 4405 Oakes Property, the then-current owner of the 4319 Oakes Property shall provide to the then-current owner 4405 Oakes a certificate of insurance evidencing such insurance coverages.

The then-current owner of the 4319 Oakes Property shall protect, defend, indemnify and hold harmless the then-current owner of the 4405 Oakes Property and its heirs and legal representatives from and against any and all claims, losses, liabilities and expenses (including attorneys' fees and court costs) incurred by or asserted against it as a result of any negligent or wrongful acts on the 4405 Oakes Property in the process of pruning, topping, or tree removal by the then-current owner of the 4319 Oakes Property or its employees, agents, contractors, successors or assigns.

Failure by the then-current owner of the 4319 Oakes Property to object to trees or other vegetation that extend above the Ridge Elevation shall not be deemed to be a waiver of the then-current owner of the 4319 Oakes Property's rights.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. It is the intention of the parties that the rights and duties under this agreement shall run with the land.

4. Attorney Fees and Costs. In any proceeding arising in connection with any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance thereof or the breach thereof, the prevailing party shall be entitled and awarded, in addition to any other relief, to a reasonable sum as litigation expenses, including attorney's fees. In determining what is a reasonable sum for attorney's fees, the amount the prevailing party is obligated to pay its attorney or attorneys shall be presumed to be reasonable, which presumption is rebuttable. For the purposes of this provision, the term "proceeding" shall include arbitration, mediation, administrative, bankruptcy, and judicial proceedings, including appeals therefrom and post judgment costs of collection.

/ / /

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 6th day
of DECEMBER, 2021.

By: _____
Christopher Felt
4405 Oakes owner

By: Raymond Labadie
Raymond Labadie, purchaser of
4319 Oakes Avenue

By: _____
Cheryl Felt
4405 Oakes owner

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Christopher Felt and Cheryl Felt are the persons who appeared before me, and said persons 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.

Dated: _____

(Signature)

(Print name)

NOTARY PUBLIC in and for the State
of _____, residing at _____.
My Commission Expires _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 6 day
of Dec, 2021.

By: 

Christopher Felt
4405 Oakes owner

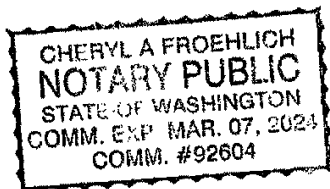
By: 

Cheryl Felt
4405 Oakes owner

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Christopher Felt and Cheryl Felt are the persons who appeared before me, and said persons 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.

Dated:  6-12-21 12-6-21



 (Signature)

Cheryl A Froehlich (Print name)

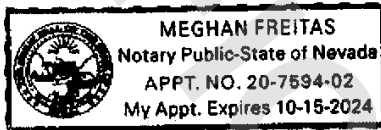
NOTARY PUBLIC in and for the State
of WA, residing at Seaside

My Commission Expires 3-7-24

STATE OF ~~WASHINGTON~~ ^{Nevada})
 COUNTY OF ~~SKAGIT~~ ^{Washoe}) ss

I certify that I know or have satisfactory evidence that Raymond Labadie is the person who appeared before me, and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 6, 2021



[Signature] (Signature)
Meghan Freitas (Print name)
 NOTARY PUBLIC in and for the State of
 Washington, residing at 2120 S Tesuque Rd
~~Nevada~~ ^{Reno, NV 89511}
 My commission expires: 10-15-2024

EXHIBIT A - 4405 Oakes Ave./ P56563 Property Legal Description

BARING'S ADD TO ANACORTES, LOTS 8 & 9, BLOCK 1906, 'BARINGS ADDITION TO ANACORTES, WASH.,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW. LOTS 8 & 9, BLOCK 1906, 'BARINGS ADDITION TO ANACORTES, WASH.,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW.

EXHIBIT B - 4319 Oakes Ave./P133694 Property Legal Description

LOT 1, FELT SHORT PLAT, SPL-2020-0001, RECORDED UNDER AF#202103180184,
BEING A PORTION OF LOT 2, BLA-2016-1009, RECORDED
UNDER AF#201702090059, LOCATED IN THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST,
W.M.

DEED OF EASEMENT -8

EXHIBIT C – Ridgeline Elevation

DEED OF EASEMENT -9

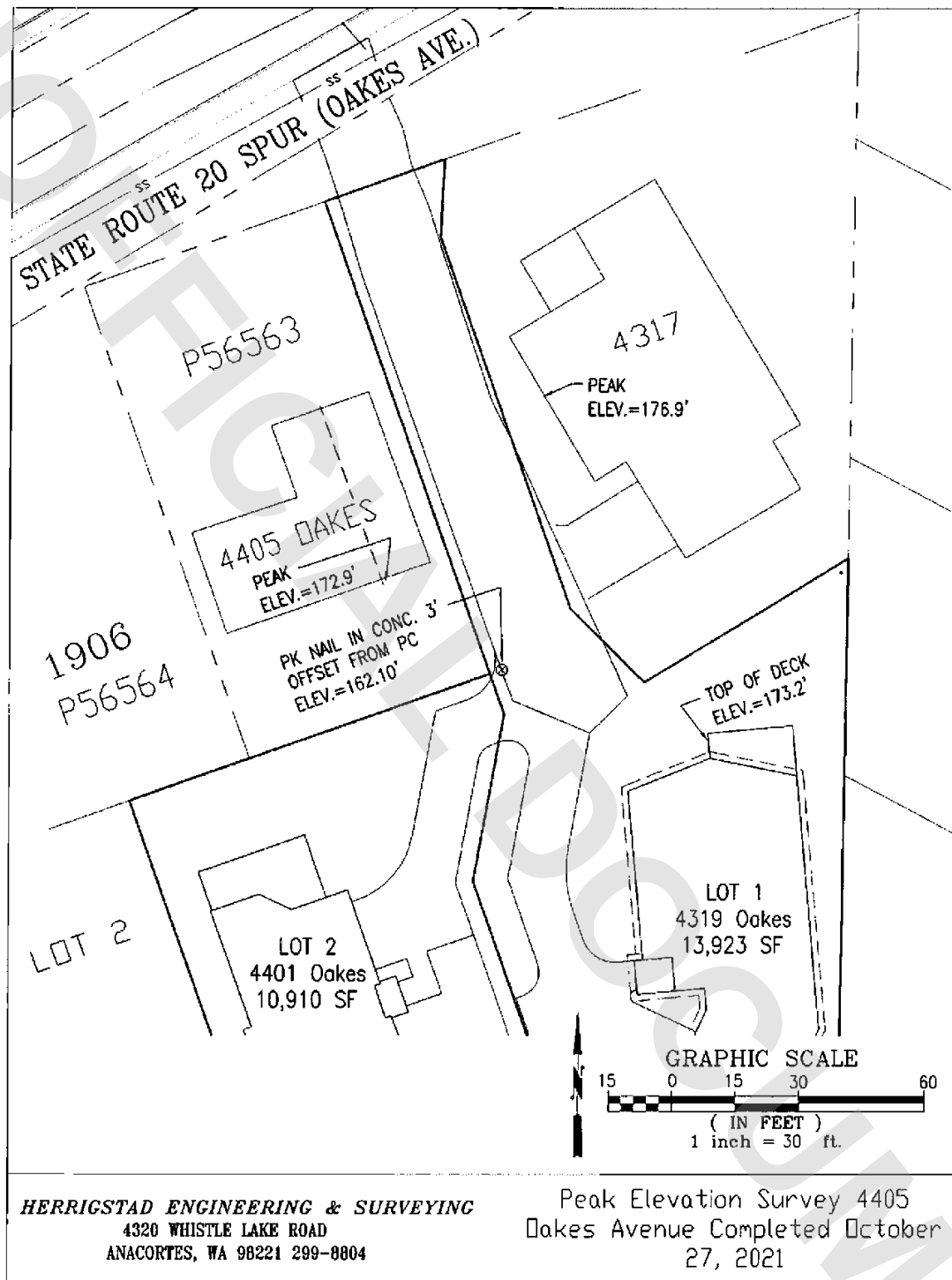


EXHIBIT D

DEED OF EASEMENT -10