

**WHEN RECORDED RETURN TO:**

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Seyfarth Shaw LLP  
999 Third Avenue  
Suite 4700  
Seattle, WA 98104

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 07/31/2023

**Document Title:** EASEMENT AND COVENANT TO MAINTAIN VEGETATION  
SCREEN

**Grantor:** 5416 IVW, LLC, a Washington limited liability company

**Grantee:** Richard and Louise Yarmuth, husband and wife

**Abbreviated Legal of Benefited Parcel:** Lot 1 & Ptn Lot 2, SP 97-0012, AF #200007280006;  
Being a Ptn SW 1/4, 35-36-3 E W.M.

**Abbreviated Legal of Burdened Parcel:** Lot 6, Chuckanut View

**Full Legal Description of Benefited and Burdened Parcels:** See Exhibit A and Exhibit B attached  
hereto, respectively.

**Assessor's Tax Parcel Nos. (Benefited Parcel):** 360335-3-001-0007; 360335-3-001-0100

**Assessor's Tax Parcel Nos. (Burdened Parcel):** 4671-000-006-0000

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Easement and Covenant  
to Maintain Vegetation Screen

**EASEMENT AND COVENANT TO MAINTAIN VEGETATION SCREEN**

THIS EASEMENT AND COVENANT TO MAINTAIN VEGETATION SCREEN ("Agreement") is made as of June 15, 2023, by and between 5416 IVW, LLC, a Washington limited liability company ("5416 IVW" or "Grantor") and Richard and Louise Yarmuth, husband and wife ("Yarmuth" or "Grantee").

**RECITALS**

A. Yarmuth is the owner of two contiguous parcels of real property commonly known as 5510 and 5570 Island View Way, Bow, Washington 98232, as more particularly described on the Exhibit A attached hereto and incorporated herein ("Benefitted Property"). 5416 IVW is the owner of a third contiguous parcel of real property to the north of the Benefitted Property commonly known as 5416 Island View Way, Bow, Washington 98232, as more particularly described on Exhibit B attached hereto and incorporated herein ("Burdened Property").

B. Yarmuth's primary residence is located on the Benefitted Property. Yarmuth is the sole member of 5416 IVW, which Yarmuth formed to acquire the Burdened Property to, among other purposes, maintain the privacy of the Benefitted Property by, among other things, maintaining the vegetation, shrubs and trees located within that portion of the Burdened Property set forth on the survey map in Exhibit C attached hereto and incorporated herein ("Privacy Easement Area").

C. The recitals by this reference are hereby incorporated into this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 5416 IVW and Yarmuth hereby agree as follows:

1. Covenant to Maintain. 5416 IVW hereby agrees, promises, and covenants to Yarmuth and its successors and assigns, for the benefit of all such parties, to maintain the density, size, height, and location of the vegetation, shrubs and trees within the Privacy Easement Area ("Vegetation Screen") such that the Vegetation Screen blocks the sight lines between the Burdened Property and the Benefitted Property. Further, 5416 IVW hereby agrees and covenants that if at any time, the Vegetation Screen becomes damaged or degraded, 5416 IVW will replace the naturally occurring vegetation with substantially similar vegetation to maintain the density, size, height, and location of the Vegetation Screen so that it continues to block the sight lines between the Burdened Property and the Benefitted Property.

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2. Easement and Right to Maintain Vegetation Screen. 5416 IVW hereby agrees, covenants, grants, confirms and conveys to Yarmuth and its successors and assigns, for the benefit of all such parties, a perpetual non-exclusive access easement over through and across the Privacy Easement Area for the purpose of providing the Benefitted Party with access to the Privacy Easement Area to exercise the Benefitted Party's right pursuant to this Section 2 to maintain, at the expense of the Burdened Property, the density, size, height, and location of the Vegetation Screen so that it continues to block the sight lines between the Burdened Property and the Benefitted Property.

3. No Rights to the Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public or for any public use or purpose.

4. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

5. Severability. Should any phrase, clause or sentence in this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement and such part of this Agreement will be deemed to have been stricken herefrom and the remainder will have the same force and effect as if such part or parts had never been included herein.

6. Entire Agreement. This Agreement constitutes the entire agreement and understanding between 5416 IVW and Yarmuth and supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

8. Covenant that runs with the Land. This Agreement is a covenant running with the land and shall be binding on the successors, heirs and assigns of all parties hereto.

[Signature Page Follows]

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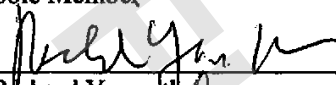
Dated as of the day and year first written above.

GRANTOR:

5416 IVW, LLC,  
a Washington limited liability company

By: Richard and Louise Yarmuth, husband and wife,  
Sole Member

By:

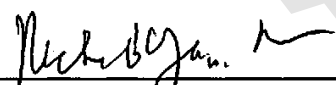
  
Richard Yarmuth

By:

  
Louise Yarmuth

GRANTEE:

By:

  
Richard Yarmuth

By:

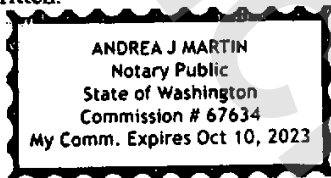
  
Louise Yarmuth

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STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Richard Yarmuth and Louise Yarmuth, husband and wife, known to me to be the persons that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

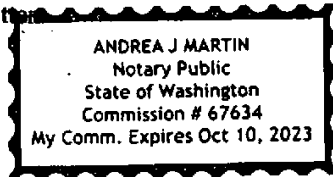


Andrea J. Martin  
ANDREA J MARTIN (Printed Name)  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Burlington  
 My commission expires 10-10-23

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of July, 2023, before me personally appeared Richard Yarmuth and Louise Yarmuth, husband and wife, to me known to be the sole member of 5416 IVW, LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Andrea J. Martin  
ANDREA J MARTIN (Printed Name)  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Burlington  
 My commission expires 10-10-23

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**EXHIBIT A****Legal Description of Benefited Property****PARCEL "A":**

Lot 1 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, Washington; being a portion of the Southwest  $\frac{1}{4}$  of Section 35, Township 36 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 360335-3-001-0007

Street Address: 5510 Island View Way, Bow, Washington 98232

**PARCEL "B":**

Lot 2 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, Washington; being a portion of the Southwest  $\frac{1}{4}$  of Section 35, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion of Lot 2 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, being a portion of the Southwest  $\frac{1}{4}$  of Section 35, Township 36 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of said Lot 2;  
thence South  $88^{\circ}22'08''$  West along the South line of said Lot 2 a distance of 738.86 feet to the Southwest corner of said Lot 2;  
thence North  $21^{\circ}06'37''$  West along the Westerly line of said Lot 2 a distance of 113.78 feet;  
thence along the centerline of a ravine, the following courses and distances:

North  $83^{\circ}29'37''$  East 274.59 feet;  
South  $73^{\circ}41'07''$  East 59.71 feet;  
North  $89^{\circ}08'55''$  East 139.53 feet;  
North  $54^{\circ}15'17''$  East 131.29 feet;  
South  $87^{\circ}51'51''$  East 45.74 feet;  
North  $86^{\circ}21'16''$  East 35.63 feet;  
North  $62^{\circ}03'54''$  East 30.43 feet;  
to the Easterly line of said Lot 2;  
thence South  $26^{\circ}15'18''$  East along the Easterly line of said Lot 2 a distance of 215.26 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 360335-3-001-0100

Street Address: 5570 Island View Way, Bow, Washington 98232

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**EXHIBIT B**

**Legal Description of Burdened Property**

Lot 6, "CHUCKANUT VIEW SUBDIVISION," as per plat recorded in Volume 16 of Plats, pages 94 through 97, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 4671-000-006-0000

Street Address: 5416 Island View Way, Bow, Washington 98232

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**EXHIBIT C**

**Survey Map of Privacy Easement Area**

**See next page**

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