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02/21/2024 01:17 PM Pages: 1 of 4 Fees: \$306.50  
Skagit County Auditor

WHEN RECORDED, RETURN TO:

Fidalgo Villas HOA  
606 Commercial Avenue Ste D  
Anacortes, Washington 98221

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kasee Ordman  
DATE 2/21/2024

<b>Document Title</b>	Boat Yard Easement for Fidalgo Villas
<b>Reference Number of Related Document</b>	Skagit County Recording No. 201505120128
<b>Grantor</b>	Clemens Himmelspach Credit Trust, Leona G Himmelspach Trustee
<b>Grantee</b>	Skyline Marina LLC
<b>Abbreviated Legal Description</b>	(0.2185 ac) LOT 6, PLAT OF FIDALGO VILLAS, AS PER PLAT RECORDED UNDER AUDITOR'S FILE NO. 201505190075, RECORDS OF SKAGIT COUNTY, WASHINGTON
<b>Tax Parcel Numbers</b>	6025-000-006-000 0

**BOAT YARD EASEMENT FOR FIDALGO VILLAS**

THIS BOAT YARD EASEMENT FOR FIDALGO VILLAS (this "Agreement") is made this day of February 2024 between Skyline Marina LLC (the "Grantee"), and Clemens Himmelspach Credit Trust, Leona G Himmelspach Trustee (the "Grantor").

**RECITALS**

WHEREAS, the Homeowner owns or intends to purchase the property commonly known as Lot 6 | 2209 Skyline Way Anacortes WA in the Plat of Fidalgo Villas, and part of the Fidalgo Villas Homeowners Association (the "Association") situated in Skagit County, State of Washington, herein by this reference (the "Real Property"); and

WHEREAS, the Covenants, Conditions, and Restrictions ("CC&Rs") for the Association, Section 8.5, along with the Plat of Fidalgo Villas (Skagit County AFN: 201505120127 NOTE #20) requires each single-family home shall be subject to a Boat Yard Easement to address the operations of the adjacent boat yard;

NOW, THEREFORE; in consideration of the foregoing and the covenants set forth herein, the Declarant and Homeowner agree as follows:

1. Recitals Incorporated. The recitals above are incorporated herein and made part of this Agreement.
2. Boat Yard Easement Terms. As required by Section 8.5 of the CC&Rs, along with the Plat of Fidalgo Villas (Skagit County AFN: 201505120127 NOTE #20) the Homeowner acknowledges that the Real Property is located within a Commercial Marine zone, that there is an active boat yard adjacent to Fidalgo Villas, that the boat yard may expand in size and in intensity, that travel lifts and other boat yard equipment normally operate on Cabana Lane and Skyline Way between 6 a.m. and 10 p.m. and outside these hours for emergencies, and that this equipment and the boat yard itself generate noise, odor, and dust. This easement shall waive the Fidalgo Villas property owners right(s) to object to any of the above-described boat yard operations and any other uses legally allowed in the Commercial Marine Zone.
3. Binding Nature. The Grantor agrees that all terms of this Agreement are binding upon the Homeowner's heirs, successors, and assigns.
4. Miscellaneous. This Agreement may only be amended in writing, signed by both parties. This Agreement shall be governed by the laws of the State of Washington and venue shall be in Skagit County Superior Court. The terms and conditions of this Agreement shall not merge upon the transfer of title to the Real Property, notwithstanding the fact that the Homeowner or their respective successors and assigns may acquire title to the Real Property. The terms and conditions of this Agreement shall survive the transfer of title to the Real Property. Nothing in this Boat Yard Easement shall be construed to convey additional access, view, or road easements not already in existence as of the date of the recorded plat.

**[SIGNATURE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Clemens Himmelspach Credit Trust, Leona  
G Himmelspach Trustee

Leona G. Himmelspach TTE  
(Signature)

Print Name: Leona G Himmelspach TTE

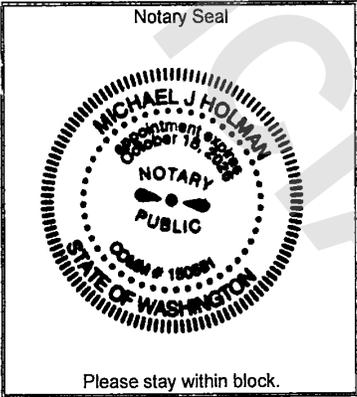
Its: Trustee

Date: 31 Jan 2024

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me LEONA G HIMMELSPACH, to me known to be the TRUSTEE of CLEMENS HIMMELSPACH CREDIT TRUST the that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

Dated this 31st day of JANUARY, 2024.



Notary Signature: Michael J Holman

Notary Print Name: MICHAEL J HOLMAN

Notary Public in and for the State of Washington

Residing at: WOODINVILLE

My Appointment Expires: OCT 18 2026