

Filed for Record at Request of:  
Law Offices of Gregory E. Thulin, FS  
3130 Howe Pl, Suite 101  
Bellingham, WA 98226

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 01/06/2026

<b>Grantor:</b>	David Rempel, Marcus Rempel, Timothy Rempel & Nicholas Rempel	
<b>Grantee:</b>	Teodor & Doris Rempel	
<b>Abbreviated legal:</b>	Ptn. Of W 1/2 of Gov. Lot 2, S26, T36N, R2E	
<b>Tax Parcel Nos:</b>	P47134 & P123399	
<b>Full Legal:</b>	Pages 7-13	Chicago Title Accommodation 620059258

**VIEW EASEMENT**

THIS VIEW EASEMENT, is effective this 30 day of December, 2025, and is by and between David Rempel, Marcus Rempel, Timothy Rempel and Nicholas Rempel (collectively "Grantor"); and Teodor Rempel and Doris Rempel, a married couple (collectively "Rempel").

**RECITALS**

- A. Grantor is the owner of real property and improvements legally described in Exhibit "A" attached hereto and incorporated herein ("Grantor Property").
- B. Rempel is the owner of the real property and improvements legally described in Exhibit "B" attached hereto and incorporated herein ("Rempel Property").
- C. Grantor has executed a purchase and sale agreement where Grantor is selling the Grantor Property. Prior to the closing of the sale of the Grantor Property, in order to preserve the existing views from the Rempel Property, Grantor has agreed to provide a view easement over a the Grantor Property for the benefit of the Rempel Property, subject to the terms and conditions herein.
- D. Rempel has agreed to the acceptance of a view easement over the Grantor Property, subject to the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **View Protection Easement.** In order to protect the view from the Rempel Property to Samish Bay, Grantor hereby grants to Rempel a view protection easement over the southern portion of the property located between the southern boundary of the road through the Grantor Property to the southern boundary line of the Grantor Property ("View Easement"). A diagram depicting the area of the View Easement is attached hereto as Exhibit "C" and incorporated herein.

2. **Purpose.** The purpose of this View Easement is to protect and preserve the view of Samish Bay from the Rempel Property.

3. **View Protections.** In the event that the view of Samish Bay enjoyed by the owners of the Rempel Property should become obstructed by tree growth or vegetation on the Grantor Property, the owners of the Rempel Property shall have the right, subject to the provisions of Section 5 and 6 herein, to trim such obstructions from a plane that runs through a point two feet (2') above the southeast corner of the Grantor Property and slopes down toward the north to a point twenty feet (20') above the roofline of the residence on the Grantor Property, at their expense, provided that such trimming does not structurally destroy the trees or destabilize the hillside.

4. **Restrictions.** No owner of the Grantor Property shall plant or maintain any trees or vegetation or erect or maintain any improvements of any sort that exceed the height restriction within the View Easement.

5. **Pruning.** Subject to paragraphs 6 and 7 herein, the owners of the Rempel Property shall have the right to trim, cut, top, crop or remove, any tree, shrub, brush or vegetation which exceeds the height limitation in the View Easement described in paragraph 3, subject to complying with any regulatory and permitting requirements of Skagit County or other government agencies with jurisdiction (hereinafter "Pruning"). All Pruning shall be performed by a licensed and bonded arborist, with liability insurance, and shall be at the sole cost and expense of the owners of the Rempel Property.

6. **Hillside Preservation.** There is a steep hillside on the Grantor Property. The parties hereto acknowledge and agree that trees and vegetation are needed to maintain the stability of the hillside and prevent any potential landslide onto improvements within the Grantor Property. As such, it is agreed that all due care shall be taken by the owners of the Rempel Property 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 the Rempel Property seek removal of existing trees, root systems shall remain in place and the owners of the Rempel Property 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 at their sole cost and expense.

7. **Notice.** Prior to the owners of the Rempel Property performing any Pruning within the View Easement, they shall provide at least twenty (20) calendar days advance written notice to the owners of the Grantor Property. 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.

8. **Indemnification.** The owners of the Rempel Property agree to indemnify and hold harmless the owners of the Grantor Property from any and all claims, demands, loss, damage, expense and liens suffered by the owners of the Rempel Property as a result of any work performed thereto by the owners of the Rempel Property that may be allowed under this Easement.

9. **Binding Effect.** This Easement shall run with the land and the terms contained herein shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

10. **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.

11. **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.

12. **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.

13. **Counterparts.** This Easement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic (email) transmission of any signed original document, and retransmission by facsimile or email, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronic signatures by signing an original document.

14. **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.

GRANTOR:

David Rempel  
David Rempel

Marcus Rempel  
Marcus Rempel

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

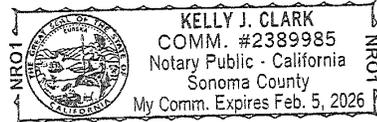
On December 30, 2025 before me, Kelly J. Clark, Notary Public  
(insert name and title of the officer)

personally appeared David Rempel, Marcus Rempel and Nicholas Rempel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

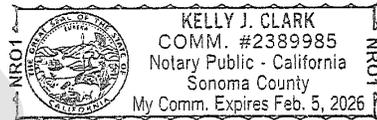
On December 3, 2025 before me, Kelly J. Clark, Notary Public  
(insert name and title of the officer)

personally appeared Timothy Kempel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



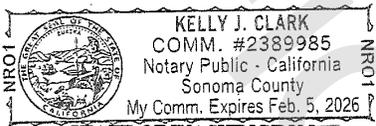
Timothy Rempel

Nicholas Rempel

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me David Rempel, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 30 day of December, 2025.

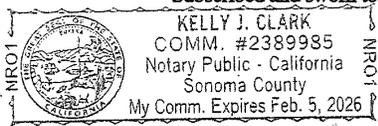


Notary Public in and for the State of Washington California  
Print name: Kelly J. Clark  
My commission expires: 2/5/26

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Marcus Rempel, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 30 day of December, 2025.

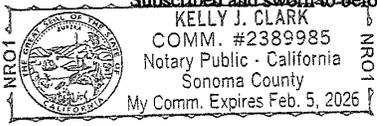


Notary Public in and for the State of Washington California  
Print name: Kelly J. Clark  
My commission expires: 2/5/26

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Timothy Rempel, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 31 day of December, 2025.



Notary Public in and for the State of Washington California  
Print name: Kelly J. Clark  
My commission expires: 2/5/26

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Nicholas Rempel, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and

voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 30 day of December, 2025.



Notary Public in and for the State of Washington <sup>not California</sup>

Print name: Kelly J. Clark

My commission expires: 2/5/26

UNOFFICIAL DOCUMENT

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

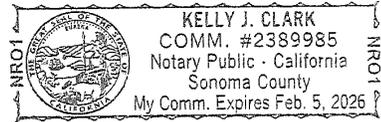
On December 30 2025 before me, Kelly J. Clark, Notary Public  
(insert name and title of the officer)

personally appeared Teodor Rempel and Alexis Rempel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



REMPEL:

*Teodor Rempel*  
Teodor Rempel

*Doris Rempel*  
Doris Rempel

STATE OF ~~WASHINGTON~~ <sup>ve California</sup> )  
COUNTY OF ~~SKAGIT~~ <sup>in Sonoma</sup> ) ss.  
<sup>marca</sup> )

On this day personally appeared before me Teodor Rempel and Doris Rempel, 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 30 day of December, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Print name: Kelly J. Clark  
My commission expires: 2/5/26



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

THE WEST 40.00 FEET OF THE EAST 417.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING NORTH OF THE HR. RONEY ROAD NO. 295.

TOGETHER WITH THE NORTH 1/2 OF VACATED H.R. RONEY ROAD NO. 295 ADJACENT THERETO, WHICH UPON VACATION, REVERTED TO THE ABOVE-DESCRIBED PARCEL BY OPERATION OF LAW.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

**PARCEL B:**

THAT PORTION OF THE WEST 1/2 OF GOVERNMENT LOT 2 IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING WEST OF THE EAST 417.50 (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF SAID WEST 1/2 OF GOVERNMENT LOT 2 AND EAST OF THE EAST LINE OF THE WEST 160.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID WEST 1/2 OF GOVERNMENT LOT 2 AND LYING NORTH OF HR. RONEY ROAD NO. 295.

TOGETHER WITH THE NORTH 1/2 OF VACATED H.R. RONEY ROAD NO. 295 ADJACENT THERETO, WHICH UPON VACATION, REVERTED TO THE ABOVE-DESCRIBED PARCEL BY OPERATION OF LAW.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

**PARCEL C:**

THE NORTH 1/2 OF VACATED HR. RONEY ROAD NO. 295 ABUTTING THE WEST 35.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 377.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.

EXCEPT FROM SAID PARCELS A, B & C, THAT PORTION OF THE NORTH 1/2 OF VACATED RONEY ROAD RIGHT-OF-WAY LYING WESTERLY OF THE EAST LINE OF THE WEST 250.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. AND EASTERLY OF THE EAST LINE OF THE WEST 160 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID GOVERNMENT LOT 2.

AND ALSO EXCEPT THAT PORTION OF THE NORTH 1/2 OF VACATED H.R. RONEY ROAD NO. 295 LYING EASTERLY OF THE EAST LINE OF THE WEST 250.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION

26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. AND WESTERLY OF THE EAST LINE OF THE WEST 40.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 417.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

**EXHIBIT "B"****Legal Description of Rempel Property****PARCEL "A"**

THAT PORTION OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING SOUTHERLY OF THE CENTERLINE OF H.R. RONEY ROAD #295;

EXCEPT THE FOLLOWING DESCRIBED TRACTS 1, 2, 3, 4 AND 5:

1. THE WEST 250 FEET THEREOF.
2. COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 89°44'30" EAST, ALONG THE SOUTH LINE OF SECTION 26, A DISTANCE OF 667.05 FEET TO A NAIL IN THE BLACK TOP MARKING 1164TH CORNER; THENCE NORTH 01°03'26" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, A DISTANCE OF 441.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°03'26" EAST, ALONG THE SAID EAST LINE, TO THE SOUTHERLY LINE OF THE H.R. RONEY ROAD #295, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO ROLAND RICHARD RUEB, JR., BY DEED RECORDED MAY 14, 1980, UNDER AUDITOR'S FILE NO. 8005140004, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTHERLY, ALONG SAID EAST LINE, A DISTANCE OF 15 FEET, MORE OR LESS, TO THE CENTERLINE OF THE VACATED H.R. RONEY ROAD #295; THENCE NORTH 82°27'40" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 200.60 FEET; THENCE SOUTH 00°47'39" WEST, A DISTANCE OF 280.00 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.
3. BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 250 FEET OF SAID GOVERNMENT LOT 2 WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 89°44'30" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 225.00 FEET; THENCE NORTH 11°39'17" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 89°44'30" WEST A DISTANCE OF 36.00 FEET; THENCE NORTH 11°39'17" WEST A DISTANCE OF 121.00 FEET; THENCE NORTH 89°44'30" WEST A DISTANCE OF 138.00 FEET TO THE EAST LINE OF THE WEST 250 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 01°03'26" WEST, ALONG THE EAST LINE OF THE WEST 250 FEET OF SAID GOVERNMENT LOT 2 TO THE POINT OF BEGINNING.
4. THE NORTH 5 FEET OF THE SOUTH 1/2 OF VACATED H.R. RONEY ROAD #295 LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF EXCEPTION NO. 2 ABOVE AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT:  

THE EAST 16.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 80.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 417.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.
5. THAT PORTION OF GOVERNMENT LOT 2 IN SECTION 26, TOWNSHIP 36

NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26; THENCE SOUTH 89°44'30" EAST ALONG THE SOUTH LINE OF SECTION 26, A DISTANCE OF 667 .05 FEET TO A NAIL IN THE BLACK TOP MARKING 1/64 CORNER; THENCE NORTH 1°03 '26" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, A DISTANCE OF 441.61 FEET TO A POINT 250 FEET SOUTHERLY OF THE SOUTHERLY LINE OF THE H.R. RONEY ROAD NO. 295, AND 130 FEET SOUTHERLY OF THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO ROLAND RICHMOND RUEB, JR., BY DEED RECORDED MAY 14, 1980, UNDER AUDITOR'S FILE NO. 8005140004, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, A DISTANCE OF 100 FEET TO THE SOUTHEAST COMER OF A TRACT CONVEYED TO DAVID C. MORELAND AND EILEEN K. SMITH MORELAND, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 22, 1990, UNDER AUDITOR'S FILE NO. 9010220080, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 85°30'56" WEST ALONG SAID SOUTH LINE OF SAID MORELAND TRACT, A DISTANCE OF 100.55 FEET, MORE OR LESS, TO THE SOUTHWEST COMER OF SAID MORELAND TRACT; THENCE NORTH 0°47'39" EAST, ALONG THE WEST LINE OF SAID MORELAND TRACT, A DISTANCE OF 180.00 FEET, MORE OR LESS, TO THE CENTERLINE OF VACATED H. R. RONEY ROAD NO. 295; THENCE WESTERLY, ALONG THE CENTERLINE OF VACATED H.R. RONEY ROAD NO. 295, A DISTANCE OF 100.00 FEET; THENCE SOUTH 0°47'39" WEST, A DISTANCE OF 280.00 FEET, MORE OR LESS, TO A POINT SOUTH 85°30'56 " WEST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 85°30'56" EAST, A DISTANCE OF 200.55 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**PARCEL "B"**

THE WEST 24.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 40.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 80.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 417.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. LYING NORTH OF H.R. RONEY ROAD #295.

**PARCEL "C"**

THAT PORTION OF THE FOLLOWING DESCRIBED TIDE LAND TRACT IN FRONT OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING WESTERLY OF A LINE RUNNING NORTH AND SOUTH AND INTERSECTING THE MEANDER LINE OF SAID LOT 2 AT A POINT 250 FEET WEST OF THE NORTHEAST COMER OF THE WEST 1/2 OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1 CHAIN NORTH OF THE MEANDER COMER BETWEEN SECTIONS 25 AND 26; THENCE NORTH 2°37' WEST, 10.70 CHAINS; THENCE NORTH 85°53' WEST, 26.17 CHAINS; THENCE NORTH 2°37' WEST, 15.30 CHAINS; THENCE SOUTH 72°49' WEST, 7.95 CHAINS; THENCE SOUTH 53°7' WEST, 27.71 CHAINS; THENCE SOUTH 2°37' EAST, 11.40 CHAINS;

THENCE NORTH 87°23' EAST, 56.60 CHAINS TO THE POINT OF BEGINNING.

EXCEPT THE EAST 96 FEET THEREOF,

AND EXCEPT THE WEST 160 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE SOUTH 1/2 OF VACATED RONEY ROAD RIGHT-OF-WAY LYING EASTERLY OF THE EAST LINE OF THE WEST 250.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. PREVIOUSLY ATTACHED TO THE EAST 135.00 FEET OF THE WEST 250.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID GOVERNMENT LOT 2, LYING SOUTH OF RONEY ROAD.

AND TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF VACATED H.R. RONEY ROAD NO. 295 LYING EASTERLY OF THE EAST LINE OF THE WEST 250.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M. AND WESTERLY OF THE EAST LINE OF THE WEST 40.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 417.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS B, C AND D OF THE FOLLOWING DESCRIBED PROPERTY:

**PARCEL "A"**

THAT PORTION OF GOVERNMENT LOT 2 IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 COMER OF SAID SECTION 26; THENCE SOUTH 89°44'30" EAST ALONG THE SOUTH LINE OF SECTION 26, A DISTANCE OF 667.05 FEET TO A NAIL IN THE BLACK TOP MARKING 1/64 CORNER; THENCE NORTH 1°03'26" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, A DISTANCE OF 441.61 FEET TO A POINT 250 FEET SOUTHERLY OF THE SOUTHERLY LINE OF THE H.R. RONEY ROAD NO. 295, AND 130 FEET SOUTHERLY OF THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO ROLAND RICHMOND RUEB JR., BY DEED RECORDED MAY 14, 1980 UNDER AUDITOR'S FILE NO. 8005140004, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 2, A DISTANCE OF 100 FEET TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO DAVID C. MORELAND AND EILEEN K. SMITH MORELAND, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 22, 1990, UNDER AUDITOR'S FILE NO. 9010220080, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 85°30'56" WEST ALONG SAID SOUTH LINE OF SAID MORELAND TRACT, A DISTANCE OF 100.55 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID MORELAND TRACT; THENCE NORTH 0°47'39" EAST, ALONG THE WEST LINE OF SAID MORELAND TRACT, A DISTANCE OF 180.00 FEET, MORE OR LESS, TO THE CENTERLINE OF VACATED H.R. RONEY ROAD NO. 295; THENCE WESTERLY, ALONG THE CENTERLINE OF VACATED H.R. RONEY ROAD NO. 295, A DISTANCE OF

100.00 FEET; THENCE SOUTH 0°47'39" WEST, A DISTANCE OF 280.00 FEET, MORE OR LESS, TO A POINT SOUTH 85°30'56" WEST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 85°30'56" EAST, A DISTANCE OF 200.55 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**PARCEL "B"**

THE EAST 16.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 40.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 377.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., LYING NORTH OF VACATED R.R. RONEY ROAD NO. 295. TOGETHER WITH THAT PORTION OF THE VACATED NORTH 1/2 OF THE NORTH 1/2 OF H.R. RONEY ROAD NO. 295 WITHIN THE EAST 5.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 40.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE EAST 377.50 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE WEST 1/2 OF GOVERNMENT LOT 2, SECTION 23, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.

**PARCEL "C"**

THAT PORTION OF GOVERNMENT LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

THE NORTH 5 FEET OF THE SOUTH 1/2 OF VACATED R.R. RONEY ROAD NO. 295 LYING BETWEEN THE WEST LINE OF PARCEL "A" ABOVE-DESCRIBED AND THE WEST LINE OF THE EAST 5 FEET OF PARCEL "B" ABOVE-DESCRIBED.

**PARCEL "D"**

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT WHICH LIES ADJACENT TO AND ABUTS UPON PARCEL "B" ABOVE-DESCRIBED:

THAT PORTION OF THE FOLLOWING DESCRIBED TIDE LAND TRACT IN FRONT OF GOVERNMENT LOT 2 LYING WESTERLY OF A LINE RUNNING NORTH AND SOUTH AND INTERSECTING THE MEANDER LINE OF LOT 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., AT A POINT 250 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF LOT 2, IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1 CHAIN NORTH OF THE MEANDER CORNER BETWEEN SECTIONS 25 AND 26; THENCE NORTH 2°37' WEST, 10.70 CHAINS; THENCE NORTH 85°53' WEST, 26.17 CHAINS; THENCE NORTH 2°37' WEST, 15.30 CHAINS; THENCE SOUTH 72°49' WEST, 7.95 CHAINS; THENCE SOUTH 53°7' WEST, 27.71 CHAINS; THENCE SOUTH 2°37' EAST, 11.40 CHAINS; THENCE NORTH 87°23' EAST, 56.60 CHAINS TO THE POINT OF BEGINNING,

EXCEPT THE EAST 80 FEET THEREOF,

AND EXCEPT THE WEST 160 FEET THEREOF.

ALL OF THE ABOVE BEING SUBJECT TO AND TOGETHER WITH EASEMENTS,

RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND  
OTHER INSTRUMENTS OF RECORD.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "C"**

**Diagram of View Easement Area**

UNOFFICIAL DOCUMENT

