


AFTER RECORDING MAIL TO:
Mervyn C. Thompson
709 S. First Street
Mount Vernon, WA. 98273


200506240128
Skagit County Auditor
6/24/2005 Page 1 of 4 1:02PM

RELATED DOCUMENTS: N/A

GRANTOR(S): Daniel H. Peck and Rebecca J. Peck

GRANTEE(S): Daniel H. Peck and Rebecca J. Peck

ABBREVIATED LEGAL DESCRIPTION: Lot A of Short Plat #97-0015 AF#9709300100

Lot B of Short Plat #97-0015 AF#9709300100

ASSESSOR'S PARCEL NUMBER: P35204 & P112774

GRANT OF VIEW EASEMENT

WHEREAS, Daniel H. Peck and Rebecca J. Peck ("PECK") are the record owners of the real property with the following abbreviated legal descriptions, located in Skagit County, Washington.

Parcel A: Lot A of Short Plat #97-0015 AF#9709300100. Tax Parcel No. P35204 The full legal description of Parcel A is attached hereto and incorporated herein as EXHIBIT A.

Parcel B: Lot B of Short Plat #97-0015 AF#9709300100. Tax Parcel No. P112774

WHEREAS, Peck wishes to create a view easement on Parcel A for the benefit of the owner of Parcel B:

NOW, THEREFORE, for good and valuable consideration (no monetary), receipt of which is hereby acknowledged, Peck makes the following grant of easement:

1. Peck hereby grants, conveys and establishes a non-exclusive perpetual view easement on Parcel A for the benefit of Parcel B, and agrees that:

(a) The Easement Area: The point of beginning of said Easement Area is the most southeasterly point of Parcel A; thence north along the boundary line between Parcel A and Parcel B for a distance of 190 feet; thence west along a line parallel to the southern boundary of Parcel A for a distance of 270 feet; thence south along a line parallel to the eastern boundary line of Parcel A for a distance of 190 feet; thence back to the point of beginning. Peck acknowledges that all measurements, distances and descriptions provided herein are approximate and are not the result of an official or recorded survey.

(b) No building or structure of any type may be placed in the Easement Area except the following: (i) a split rail fence or hot wire fence or other fence agreed to in writing by the owner of Parcel B (No solid fences are allowed and no fence can exceed five (5) feet in height); (ii) A mound septic system; (iii) A pump house for a well that does not exceed six (6) feet in height.

(c) A vegetable garden of up to forty feet by forty feet (40' X 40') in size shall be allowed in the Easement Area. Within the vegetable garden area, seasonal crops shall be allowed to grow to their natural height each year. Otherwise, there shall be no planted or

natural vegetation or trees in excess of four (4) feet above undisturbed ground in the Easement Area.

(d) With the exception of seasonal crops noted in section 1(c) immediately above, the owner of Parcel B shall have the right to trim the existing natural or planted trees or vegetation that exceeds four (4) feet. This shall include permission to enter Parcel A for the purpose of such trimming.

(e) There shall be no abandoned or junk vehicles or equipment or other junk materials allowed to be kept in the Easement Area.

2. This agreement shall be binding on and inure to the benefit of the owners Parcel A and Parcel B and on their heirs, successors and assigns, including all those who become possessed of an interest in either of said parcels. All rights, benefits, obligations and covenants contained herein shall run with the land, and shall not be personal to the individual parties, other than in their capacity as owners of the above described parcels. Subdivision of Parcel A and/or Parcel B shall not effect this agreement and the owners of any subdivided lots of either Parcel A and/or Parcel B shall be bound by the terms of this agreement, except that the owner of any subdivided lot of Parcel A that contains no land located in the Easement Area shall not be bound by this agreement.

3. This agreement may be modified by written agreement, in recordable form, signed by all record owners of Parcel A and Parcel B. While Peck is the owner of Parcel B, Peck may grant the record owner of Parcel A written permission to place structures, vegetation and/or trees in the Easement Area that would otherwise be prohibited by this agreement. At the time that either Peck decides to sell Parcel B or the record owner of Parcel A (other than Peck) decides to sell Parcel A, Peck agrees to sign a modification of this agreement that incorporates the written permission granted by Peck to the record owner of Parcel A or previous record owners of Parcel A to place structures, vegetation and/or trees in the Easement Area that would otherwise be prohibited by this agreement. Any such modifications made to this agreement shall be binding on and inure to the benefit of the owners of Parcel A and Parcel B and on their heirs, successors and assigns, including all those who become possessed in an interest in either of said parcels. All rights, benefits, obligations and covenants contained in such modification to this agreement shall run with the land, and shall not be personal to the individual parties, other than in their capacity as owners of Parcel A and Parcel B. The full cost of any modification of this agreement and any associated expenses shall be paid by the record owner of Parcel A.

4. The owner of Parcel A shall continue to have full rights in and right to use the easement described herein, so long as said use does not interfere with or obstruct the view of the owners of Parcel B pursuant to the terms and conditions set forth herein.

5. In the event of any legal proceeding between the parties to this agreement or their successors with respect to this agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such proceeding, including reasonable attorneys' fees.

6. This agreement shall be governed by the laws of the State of Washington. By accepting title or an ownership interest in Parcel A or Parcel B, such parcel owner agrees that the jurisdiction for any matters affecting this agreement shall be in Washington, with venue in Skagit County.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
24th day of June, 2005.

Daniel H. Peck
DANIEL H. PECK

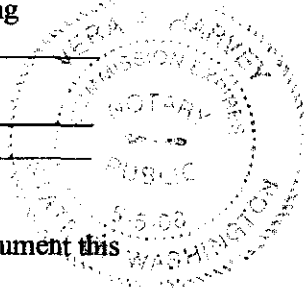
STATE OF WASHINGTON)
) ss.
County of SKAGIT)

On this day, personally appeared before me Daniel H. Peck, 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.

Given under my hand and official seal this 24 day of JUNE, 2005.

Notary Public in and for said state, residing
at: ANACORTES

Vera C. Harvey
My commission expires: 5-6-08



IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
24 day of June, 2005.

Rebecca J. Peck
REBECCA J. PECK

By [Signature]
Deputy
Amount Paid \$
Skagit Co. Treasurer
JUN 3 2005

STATE OF WASHINGTON)
) ss.
County of SKAGIT)

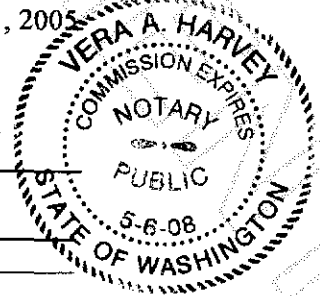
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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

Given under my hand and official seal this 24 day of JUNE, 2005.

Notary Public in and for said state, residing
at: ANACORTES

Vera C. Harvey
My commission expires: 5-6-08



200506240128
Skagit County Auditor

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A

UNZONED

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE WEST 82.5 FEET; THENCE NORTH 30 WEST 482.46 FEET; THENCE EAST 1,366.2 FEET; THENCE SOUTH 417.78 FEET; THENCE WEST 1,042.8 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF, IF ANY, LYING NORTH AND EAST OF A FENCE, LINE EXISTING ON FEBRUARY 15, 1983, AS CONVEYED TO WILLIAM D. FRANS, JR. AND JANICE J. FRANS, HUSBAND AND WIFE, BY BOUNDARY LINE AGREEMENT DATED NOVEMBER 22, 1988 AND RECORDED DECEMBER 29, 1988, UNDER AUDITOR'S FILE NO. 8812290011, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALSO EXCEPT THAT PORTION CONVEYED IN QUIT CLAIM DEED RECORDED ON NOVEMBER 29, 1993, UNDER AUDITOR'S FILE NO. 9311290168, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE AND WESTERLY OF AN EXISTING FENCE:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE N00 03'51"E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32 A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE BAYVIEW ROAD; THENCE N89 48'56"W ALONG THE NORTH RIGHT OF WAY LINE OF BAYVIEW ROAD A DISTANCE OF 267.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM WILLIAM AND JANICE FRANS TO RANDALL AND MARGARET HAWKINSON DATED FEBRUARY 16, 1982, UNDER AUDITOR'S FILE NO. 8203030040; THENCE CONTINUING N89 48'56"W ALONG SAID NORTH RIGHT OF WAY LINE OF THE BAYVIEW ROAD TO A POINT WHICH IS 30.00 FEET, WHEN MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID HAWKINSON TRACT AND POINT OF BEGINNING OF THAT LINE DESCRIPTION; THENCE N00 03'51"E A DISTANCE OF 380.90 FEET TO AN EXISTING EAST-WEST FENCE LINE AND TERMINUS OF THIS LINE DESCRIPTION.



200506240128
Skagit County Auditor

6/24/2005 Page 4 of 4 1:02PM