

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Craig E. Cammock  
Law Office of Craig E. Cammock  
P.O. Box 836 / 415 Pine Street  
Mount Vernon, WA. 98273



200207110090

Skagit County Auditor

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**EASEMENT**

**FIRST AMERICAN TITLE CO.**

Grantor (s) SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife  
ROBERT PAULSON & RENEE PAULSON, husband and wife  
Grantee (s) SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife  
ROBERT PAULSON & RENEE PAULSON, husband and wife  
Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal: Lots 77 & 78, Block 1, LAKE CAVANAUGH SUBDIVISION NO. 3  
Additional Legal on page(s)  
Assessor's Tax Parcel No's: P66844, 3939-001-077-0006; P66845, 3939-001-078-0005

Dea 6/11E-3

**THIS AGREEMENT** (the "Agreement"), made the date set forth below, by and between SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife and ROBERT PAULSON & RENEE PAULSON, husband and wife (hereinafter collectively the "Owners").

SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife, are the owners of the following described parcel of property in Skagit County, Washington: ("Lot 77")

*Lot 77, Block 1, "LAKE CAVANAUGH Subdivision, Division No. 3", a recorded plat in Government Lot 1, Section 21, Township 33 North, Range 6 East, W.M.,*

*Together with second-class shorelines as conveyed by the state of Washington, situate in front of, adjacent to, or abutting upon Lot 77, Block 1, "LAKE CAVANAUGH Subdivision, Division No. 3", a recorded plat in Government Lot 1, Section 21, Township 33 North, Range 6 East, W.M.,*

*Being a portion of the SE 1/4 of the SE 1/4 of Section 21, Township 33 North, Range 6 East, W.M.*

View Easement Septic Tank Easement

*SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.*

*Situate in the County of Skagit, State of Washington.*

ROBERT PAULSON & RENEE PAULSON, husband and wife are the owners of the following described parcel ("Lot 78")

*Lot 78, Block 1, "LAKE CAVANAUGH Subdivision, Division No. 3", a recorded plat in Government Lot 1, Section 21, Township 33 North, Range 6 East, W.M.,*

*Together with second-class shorelines as conveyed by the state of Washington, situate in front of, adjacent to, or abutting upon Lot 78, Block 1, "LAKE CAVANAUGH Subdivision, Division No. 3", a recorded plat in Government Lot 1, Section 21, Township 33 North, Range 6 East, W.M.,*

*Being a portion of the SE ¼ of the SE ¼ of Section 21, Township 33 North, Range 6 East, W.M.*

*SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.*

*Situate in the County of Skagit, State of Washington.*

The EASEMENTS conveyed herein are more particularly described as follows:

**SEPTIC EASEMENT**

EASEMENT AREA: This Easement shall be effective as to the following described real property:

*An area of Lot 78, to the northwest of the southwesternmost point of the access road which bisects Lot 78, which area is that portion of the septic tank utilized by Lot 77 that encroaches upon Lot 78, plus an area five feet in width surrounding the septic tank.*

EASEMENT PURPOSE: This Easement is for the purpose of allowing the owners of Lot 77 to continue to access, utilize and maintain the septic tank that has been installed by previous owners of Lot 77.

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**TERMINATION OF EASEMENT:** In the event that Skagit County or any other governmental entity requires that the septic tank be replaced, the existing septic tank shall be removed, the new septic tank shall be installed entirely within the boundary of Lot 77, and this septic easement shall terminate.

**VIEW EASEMENT**

**EASEMENT AREA:** This Easement shall be effective as to the following described real property:

*A strip of land running parallel to the boundary between Lot 77 and Lot 78, which strip of land is described as five feet on either side of the boundary line beginning at the southeastern end of the boundary line, and terminating at a point on the boundary line 20 feet northwest of the southeastern end of the boundary line.*

**EASEMENT PURPOSE:** This Easement is for the purpose of maintaining the view enjoyed by Lot 77 and Lot 78. Therefore, the owners of the Lots covenant and agree that the Owners shall not permit any vegetation, structures or other obstruction(s) to grow or be erected in the Easement Area which vegetation, structures or other obstruction(s) have a height greater than 72 inches above the existing lot grade.

**TERMINATION OF EASEMENT:** This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Owners, or by the operation of law.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife and ROBERT PAULSON & RENEE PAULSON, husband and wife hereby grant and convey, including all after acquired title to SCOTT PHILLIPS & DEBORAH PHILLIPS, husband and wife and ROBERT PAULSON & RENEE PAULSON, husband and wife the SEPTIC and VIEW easements over, under and across LOT 77 and LOT 78, which Easements are more particularly described above.
- 2) The Easements are to be held by the owner of Lot 77 and Lot 78, their heirs and successors and assigns as appurtenant to Lot 77 and Lot 78. The benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind the owners of Lot 77 and Lot 78, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

Easement



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- 3) In the event that any vegetation, structure or other obstruction(s) is/are created or allowed to exist in the View Easement area, which the owner of Lot 77 or Lot 78 wishes to have removed, the requesting owner shall provide written notice to the non-requesting owner which identifies the vegetation, structure or other obstruction(s) which is to be removed pursuant to the View Easement. The non-requesting owner shall have 45 days in which to remove the vegetation, structure or other obstruction(s) after which time the non-requesting owner shall be in default of this Easement.
- 4) The owners acknowledge and agree that there are two buildings located on Lot 77 that are located closer to the boundary line between Lot 77 and Lot 78 than is allowed by the setback requirements of Skagit County Code. The current owners of Lot 78 (Robert Paulson & Renee Paulson) hereby agree not to pursue any violation of the setback requirements with respect to the two buildings.
- 5) In the event of default or other disagreement, the owners of Lot 77 and Lot 78 agree to exercise their best efforts in good faith to resolve problems associated with the Easements. Should the owners be unable or unwilling to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and unappealable. The prevailing party shall be entitled to reasonable costs and attorneys fees.
- 6) Scott and Deborah Phillips shall execute this agreement concurrently with the purchase of Lot 77. In the event that the purchase fails to close and Scott and Deborah Phillips do not take title to Lot 77, then this agreement shall terminate and be without further force or effect. The Owners acknowledge that, at the time of execution of this Easement, there are three trees on Lot 77 that exceed the height restrictions of the View Easement. The Owners of Lot 77 (Scott and Deborah Phillips) hereby agree that they shall remove the non-conforming tree(s) located on their lot within 45 days of execution of this agreement. The Owners of Lot 77 (Scott and Deborah Phillips) shall be solely responsible for the removal and costs of removal of the trees located on Lot 77.

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Easement



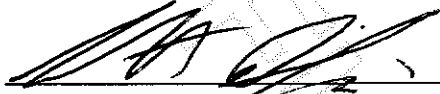
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IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

Dated July 10<sup>th</sup>, 2002.

LOT 77

  
\_\_\_\_\_  
SCOTT PHILLIPS

  
\_\_\_\_\_  
DEBORAH PHILLIPS

*Easement*  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 11 2002

Amount Paid \$ 8  
Skagit County Treasurer  
By: *Merr* Deputy

LOT 78

  
\_\_\_\_\_  
ROBERT PAULSON

  
\_\_\_\_\_  
RENEE PAULSON

Easement

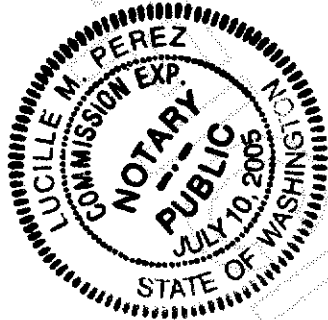


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State of Washington )  
 ) ss  
County of Skagit )

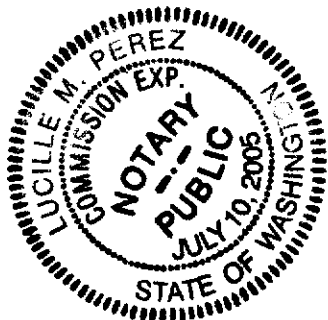
I certify that I know or have satisfactory evidence that SCOTT PHILLIPS the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: July 10<sup>th</sup>, 2002  
Lucille M. Perez  
(Signature)  
NOTARY PUBLIC  
**LUCILLE M. PEREZ**  
Print Name of Notary  
My appointment expires: 7/10/05

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that DEBORAH PHILLIPS is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

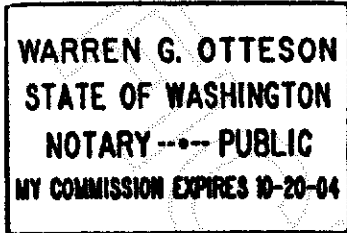


Dated: July 10<sup>th</sup>, 2002  
Lucille M. Perez  
(Signature)  
NOTARY PUBLIC **LUCILLE M. PEREZ**  
Print Name of Notary  
My appointment expires: 7-10-05

Easement

State of Washington )  
 ) ss  
County of Skagit )

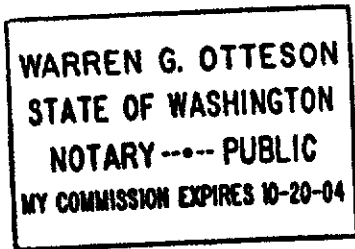
I certify that I know or have satisfactory evidence that ROBERT PAULSON is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7/9/02  
Warren G. Otteson  
(Signature)  
NOTARY PUBLIC  
WARREN G. OTTESON  
Print Name of Notary  
My appointment expires: 10/20/04

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that RENEE PAULSON is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7/9/02  
Warren G. Otteson  
(Signature)  
NOTARY PUBLIC  
WARREN G. OTTESON  
Print Name of Notary  
My appointment expires: 10/20/04

Easement



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UNOFFICIAL DOCUMENT

WARREN G. OTTESON  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-20-04

WARREN G. OTTESON  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-20-04