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Skagit County Auditor

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<b>Document Title(s) (for transactions contained therein):</b> 1. View Easement and Restrictive Covenant 2. 3. 4. <span style="float: right;">GUARDIAN NORTHWEST TITLE CO. 96019-2</span>
<b>Reference Number(s) of Documents assigned or released:</b> (on page of documents(s))
<b>Grantor(s)</b> 1. William A. Yarcho and Vicky A. Yarcho 2. Lance J. Campbell and Jamie Campbell 3. Michael B. Blade and Vicki H. Blade 4.
<b>Additional Names on page</b> _____ <b>of document.</b>
<b>Grantee(s)</b> 1. William A. Yarcho and Vicky A. Yarcho 2. Lance J. Campbell and Jamie Campbell 3. Michael B. Blade and Vicki H. Blade 4.
<b>Additional Names on page</b> _____ <b>of document.</b>
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>  Lots 1-4 of Skagit County Short Plat No. PL-03-0808 approved February 28, 2006 and recorded February 28, 2006 as Skagit County Auditor's File No. 200602280136
<b>Additional legal is on page</b> _____ <b>of document.</b>
<b>Assessor's Property Tax Parcel/Account Number</b>  P124166, P124167, P124168, P124169, P124171, P128193
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>

View Easement and Restrictive Covenant

THIS DEED OF EASEMENT is made this 19<sup>th</sup> day of March, 2009, by

William A Yarcho and Vicky A. Yarcho, husband and wife, as to that property described on Exhibit A and Exhibit B;

Lance J. Campbell and Jamie Campbell, husband and wife, as to that property described on Exhibit C;

Michael B. Blade and Vicki H. Blade, husband and wife, as to that property described on Exhibit D; hereinafter referred to as "Grantor", in favor of:

William A Yarcho and Vicky A. Yarcho, husband and wife, as to that property described on Exhibit A and Exhibit B;

Lance J. Campbell and Jamie Campbell, husband and wife, as to that property described on Exhibit C;

Mike Blade and Vicki Blade, husband and wife, as to that property described on Exhibit D; hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Skagit County, State of Washington, more particularly described above; and

WHEREAS, the property possesses scenic and open space, values (collectively, "conservation values") of great importance to Grantors; and

WHEREAS, the Grantors intend that the conservation values of the Property be preserved and maintained by future owners; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in Perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantors hereby voluntarily grant and convey to Grantee an easement, for the term set forth herein, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained in its scenic and/or open space] condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities within the easement area to preserve these values.

2. Term. The term of this easement and covenant shall be perpetual, unless terminated by written agreement of all owners of the affected property which is recorded with the Skagit County Auditor.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. The owners of property described on Exhibits C, and D shall not construct any buildings, including residences, barns or out buildings, East of a line running parallel with and situated 324 feet



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Easterly of the Western boundary of said lots. All such construction shall be situated Westerly of said line. For purposes of this Section (3)(A), the term "building" shall not include open decks and open gazebos which do not obstruct a view.

B. All buildings located on property described on Exhibits A, B, C, and D shall be sided with wood, lap siding, shingles, hard-board, cement board or other siding material common in residential construction, and no building shall be sided with metal. Enameled metal roofs are not prohibited.

C. No vegetation or trees may be permitted or maintained on property described on Exhibits A, B, C, and D which obstructs the primary view of Mount Baker and its foothills from the initial residence constructed on each of said parcels. It is recognized that landscaping and trees can be a positive part of the landscape and view, and no residence shall have a right to an unobstructed panoramic view. However, the view of Mount Baker and its foothills is a central feature of each lot, and shall not be obstructed by vegetation. The cost of trimming or cutting trees, as well as restoration of disturbed areas, shall be paid by the owner of the benefited lot if they initiate removal. Restoration shall include the cost to limb fallen trees, remove stumps, remove debris, restore native grade, over-seeding disturbed area(s), and moving or removing logs at the discretion of the burdened owner. It is agreed that ownership of all timber remains with the burdened owner and may not be used to offset the cost to the benefitted owner.

If an owner of benefited property desires to initiate removal or trimming of vegetation to permit or preserve a protected view, the benefited owner shall provide not less than thirty (30) days notice to the burdened owner of this intention. The two owners shall make a good faith effort to agree upon (1) the trees or other vegetation to be removed or trimmed, and (2) the contractor to perform the work. If the owners cannot so agree, then the parties shall submit their dispute to mediation by a neutral mediator agreed to by the parties. In the event that mediation shall prove unsuccessful, then the parties shall proceed as set forth in Section 5 below.

D. The property described on Exhibits B, C, and D shall not be further subdivided until they are served by a publicly owned sewer/waste water disposal system. Nothing in this section shall limit boundary line adjustments to combine with other parcels, so long as the property does not become part of a new additional legal lot.

E. Fencing constructed between the lots shall be of such design and materials as mutually agreed by the owners of the affected parcels, provided that such consent may not be unreasonably withheld.

F. This easement and restrictive covenants shall be subject to the conditions and requirements of Skagit County for the critical area(s) on the subject property as shown on the face of Skagit County Short Plat No. 03-0808, and shall be applied, interpreted and enforced in a manner consistent therewith.

**4. Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

**5. Dispute Arbitration.** If a dispute arises between the parties concerning compliance with this Easement which cannot be resolved by informal means, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the arbitrator in accordance with state law. The matter shall be settled in accordance with the state arbitration statute then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and



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expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators and attorneys' fees, which shall be determined by the arbitrator(s) in the first instance, and by any court of competent jurisdiction that may be called upon to enforce or review the award.

**6. Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

**7. Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

**8. Waiver of Certain Defenses.** Grantors hereby waive any defense of laches, estoppel, or prescription.

**9. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, no portion of the proceeds for compensation shall be paid to Grantee for this easement, and Grantor shall be entitled to all compensation for Grantor's underlying property in accordance with applicable law.

**10. Subsequent Transfers.** Grantors agree to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**11. Estoppel Certificates.** Upon request by Grantors, Grantee shall within twenty (20) days execute and deliver to grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

**12. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the address of the party as shown by the records of the Skagit County Treasurer, or to such other address as either party from time to time shall designate by written notice to the other.

**13. Subordination.** The rights of Grantee to any monetary claim arising hereunder shall be subordinate to any first position mortgage or first position deed of trust on the property of Grantor, provided that this shall not relieve any successor or mortgagee of the obligation of complying with the substantive terms of this easement. Nothing in this section shall relieve any successor owner or party acquiring the property through foreclosure of any security interest in the property from compliance with all obligations arising hereunder, including monetary obligations arising after their acquisition of the property.

**14. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Skagit County, Washington and may re-record it at any time as may be required to preserve its rights in this Easement.

**15. General Provisions.**

a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.



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b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

f. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Grantors:

William A. Yarcho  
William A. Yarcho  
Vicky A. Yarcho  
Vicky A. Yarcho  
Lance J. Campbell  
Lance J. Campbell  
Jamie Campbell  
Jamie Campbell  
Michael B. Blade  
Michael B. Blade  
Vicki H. Blade  
Vicki H. Blade

Grantees

William A. Yarcho  
William A. Yarcho  
Vicky A. Yarcho  
Vicky A. Yarcho  
Lance J. Campbell  
Lance J. Campbell  
Jamie Campbell  
Jamie Campbell  
Michael B. Blade  
Michael B. Blade  
Vicki H. Blade  
Vicki H. Blade



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Exhibit A

Lot 1 of Skagit County Short Plat No. PL-03-0808, approved February 28, 2006 and recorded February 28, 2006 as Skagit County Auditor's File No. 200602280136

TOGETHER WITH that portion of Lot 3 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning at the Southeast corner of said Lot 3; thence West along the South line thereof, a distance of 60.00 feet; thence North along a line parallel with and 60.00 feet West of the East line of said Lot 3, a distance of 90.00 feet; thence East along a line parallel with and 90.00 feet North of the South line of said Lot 3, a distance of 60.00 feet to the East line of said Lot 3; thence South along said East line, a distance of 90.00 feet to the point of beginning;

AND EXCEPT the following described portion of Lot 1 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning Northwest corner of said Lot 1; thence East along the North line of said Lot 1, a distance of 36.00 feet; thence South along a line parallel with and 36.00 feet East of the West line of said Lot 1, a distance of 150.00 feet; thence West along a line parallel with and 150.00 feet South of the North line of said Lot 1, a distance of 36.00 feet to the West line of said Lot 1; thence North along the West line, a distance of 150.00 feet to the point of beginning.

Situated in Skagit County, Washington.



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Exhibit B

Lot 2 of Skagit County Short Plat No. PL-03-0808, approved February 28, 2006 and recorded February 28, 2006 as Skagit County Auditor's File No. 200602280136

Situated in Skagit County, Washington.



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Exhibit C

Lot 3 of Skagit County Short Plat No. PL-03-0808, approved February 28, 2006 and recorded February 28, 2006 as Skagit County Auditor's File No. 200602280136

EXCEPT that portion of Lot 3 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning at the Southeast corner of said Lot 3; thence West along the South line thereof, a distance of 60.00 feet; thence North along a line parallel with and 60.00 feet West of the East line of said Lot 3, a distance of 90.00 feet; thence East along a line parallel with and 90.00 feet North of the South line of said Lot 3, a distance of 60.00 feet to the East line of said Lot 3; thence South along said East line, a distance of 90.00 feet to the point of beginning;

AND TOGETHER WITH the following described portion of Lot 1 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning Northwest corner of said Lot 1; thence East along the North line of said Lot 1, a distance of 36.00 feet; thence South along a line parallel with and 36.00 feet East of the West line of said Lot 1, a distance of 150.00 feet; thence West along a line parallel with and 150.00 feet South of the North line of said Lot 1, a distance of 36.00 feet to the West line of said Lot 1; thence North along the West line, a distance of 150.00 feet to the point of beginning.

Situated in Skagit County, Washington.



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Exhibit D

Lot 4 of Skagit County Short Plat No. PL-03-0808, approved February 28, 2006 and recorded February 28, 2006 as Skagit County Auditor's File No. 200602280136

TOGETHER WITH that portion of the NW ¼ of the NE ¼ of Section 26, Township 34 North, Range 4 E W.M., described as follows:

Beginning at the SE corner of Lot 3 of Skagit County Short Plat No. 93-064, approved August 11, 1993 and recorded August 11, 1993 in Volume 10 of Short Plats, Page 222, as Auditor's File No. 9308110107; thence N 87 degrees 07' 29" West along the South line of said Lot 3, a distance of 330.21 feet; thence South 67 degrees 13' 13" West, a distance of 51.60 feet to the South line of those premises conveyed to C. Arthur Reinhardt, et us, by deed recorded as Auditor's File No. 9703260021; thence South 87 degrees 07' 29" East along the South line of said Reinhardt tract, a distance of 377.42 feet to the Southeast corner of said Reinhardt tract; thence North 01 degrees 06' 14" East (North 00 degrees 59' 49" on said Reinhardt deed), a distance of 23.32 feet, more or less, to the Point of Beginning.

AND EXCEPT that portion of Lot 4 of Skagit County Short Plat No. PL-03-0808 described as follows:

Beginning at the Northwest corner of said Lot 4; thence South 70 degrees 33' 19" East, a distance of 104.78 feet; thence South 65 degrees 32' 56" East, a distance of 74.19 feet; thence North 67 degrees 13' 13" East, a distance of 132.03 feet to the North line of said Lot 4; thence North 87 degrees 07' 29" West, a distance of 288.44 feet to the point of beginning.

Situated in Skagit County, Washington.



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