

When Recorded Return To:

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Anacortes, Washington 98221



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Skagit County Auditor

8/12/2009 Page 1 of 5 3:04PM

Document Title: Easement

Grantors: Kenneth R. Van Gaasbeek (also known as Kenneth Van Gaasbeek) and
Candace S. Van Gaasbeek (also known as Candace Van Gaasbeek),
husband and wife

Grantees: The Public

Tax/Parcel ID Numbers of Affected Parcels:

1. 3813-008-030-0008 / P58829
2. 3813-008-026-0004 / P58828

Abbreviated Legal Descriptions of Affected Parcels:

1. SEATTLE SYNDICATE TO ANA, BLOCK 8, LOTS 27 THROUGH 30; TOGETHER WITH THE VACATED WEST 10 FEET OF VACATED R AVENUE
2. SEATTLE SYNDICATE TO ANA VAC W'LY 10' R AVE ADJ & 24 TO 26 BLK 8

DECLARATION OF VIEW EASEMENTS

RECITALS

1. Kenneth R. Van Gaasbeek (also known as Kenneth Van Gaasbeek) and Candace S. Van Gaasbeek (also known as Candace Van Gaasbeek), husband and wife ("Declarants"), are the owners in fee simple of two contiguous improved parcels of real property located in Skagit County, Washington, hereinafter referred to as "Parcel 1" and "Parcel 2", and legally described as follows:

Parcel 1 (commonly known as 3910 R Avenue, Anacortes, Washington)

Lots 27 through 30, Block 8, "SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES", according to the plat thereof recorded in Volume 1 of Plats, page 25, records of Skagit County, Wash.

Parcel 2 (commonly known as 3912 R Avenue, Anacortes, Washington)

Lots 24, 25 and 26, Block 8, "SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 1 of Plats, page 25, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

2. Declarants are contemplating a sale of Parcel 1, and intending to retain Parcel 2. In order to protect the view from Parcel 2 after any sale of Parcel 1, Declarants wish to subject Parcel 1 to the View Easements and height restrictions described herein, to benefit Parcel 2 in the future.

NOW, THEREFORE, in consideration of Declarants' willingness to consider a sale of Parcel 1 subject to the following easements, covenants, restrictions, protections and benefits set forth herein, Declarants hereby subject Parcel 1 to the following:

DECLARATION

Easements over the airspace above all of Parcel 1, for the benefit of Parcel 2, are hereby created by Declarants through the following Declaration of View Easements (this "Declaration"):

1. General Provisions. Parcel 1 shall be subjected to the terms of this Declaration, which are intended to benefit Parcel 2 and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this Declaration are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to use or occupancy of Parcel 1,

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or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their respective heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

These rights, benefits, burdens, terms and conditions shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Parcel 2, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

2. View Easement & Height Restriction - Buildings & Other Man-made Structures.

The upper roofline of the currently constructed residence on Parcel 1 ("the Residence") is approximately 27 feet higher in elevation than the present pavement surface at the center point of the adjacent R Avenue and Longview intersection. The height of the roofline of the Residence, in its present configuration, shall be allowed at its current elevation, but no higher. However, if the Residence is reconstructed, involving the removal of the existing roof and its rafters, the maximum elevation shall be reduced, so that elevation of the highest point of the new or renovated structure, including any object attached thereto, shall not extend beyond 23.8 feet above the current (2009) elevation of the pavement surface at the center point of the adjacent R Avenue and Longview intersection. The replacement of roofing on the Residence, or the performance of repairs to the substructure of the roof, shall not be deemed to be a reconstruction of the Residence, and such action shall not violate this Declaration, unless the new roofing or repairs increase the roof elevation of the Residence by 1 inch or more over its current elevation. No towers, antennae, chimneys, satellite dishes, or any other objects shall be placed or attached to the Residence, whether in its current format or after a reconstruction, and no other manmade objects shall be located on Parcel 1, which extend more than 23.8 above the current (2009) elevation of the pavement surface at the center point of the adjacent R Avenue and Longview intersection. The issuance of a building permit by the City of Anacortes to build or improve the Residence in violation of the foregoing restrictions shall in no way encumber the enforceability of these restrictions.

3. View Easement & Height Restriction - Vegetation. There are currently no plants on Parcel 1 that extend beyond 15 above the current (2009) elevation of the pavement surface at the center point of the adjacent R Avenue and Longview intersection. The owner(s) of Parcel 1 shall keep all vegetation on Parcel 1 trimmed so as to maintain a maximum height of 15 feet above the current (2009) elevation of the pavement surface at the center point of the adjacent R



Avenue and Longview intersection. In undertaking any landscaping or planting on Parcel 1, the owner is encouraged to select plants in such variety as will never grow beyond the maximum height hereby set forth. In the event that the owner of Parcel 1 fails to maintain the vegetation on Parcel 1, so that it is allowed to exceed said maximum height, the owner(s) of Parcel 2 shall have the right to demand that the owner of Parcel 1 cause such maintenance to be performed. If the owner of Parcel 1 fails to remedy a vegetation height violation within thirty (30) days of a written demand, the owner of Parcel 2 may cause such maintenance to be performed, in which event the owner of Parcel 1 shall be liable to reimburse the owner of Parcel 2 for the costs of such maintenance. If the owner of Parcel 1 fails to reimburse such costs within thirty (30) days after written demand for such reimbursement, a lien may be placed of record upon Parcel 1, which may be foreclosed pursuant to the Washington laws applicable to mechanic's liens. The owner of Parcel 2 and his/her/their agents, employees, and/or contractors shall have an access easement over the grounds of Parcel 1 to perform maintenance as allowed in this Section.

4. Attorney Fees. In the event that the owner of Parcel 2 is forced to hire an attorney to enforce the terms of this agreement, the owner of Parcel 1 shall be required to reimburse the owner of Parcel 2 for reasonable attorney fees and associated costs. If any such attorney fees and associated costs are not so reimbursed costs within thirty (30) days of written demand therefor, a lien may be placed of record upon Parcel 1, which may be foreclosed pursuant to the Washington laws applicable to mechanic's liens. In the event that an action is brought to enforce this agreement, the prevailing party shall receive its reasonable attorney fees, in the amount fixed by the court.

5. Duration of Easements. The Easements described herein, and all other terms and conditions of this Declaration, shall be perpetual in nature.

6. Changes and Modifications. No changes, modifications, additions or amendments to this Declaration may be made without the acknowledged written consent of all owners of Parcel 2, or any portion thereof, in a document filed for record with the Skagit County Auditor.

7. Severability. Invalidation by judgment or other Court order of any provision, sentence, paragraph, or portion of this Declaration shall in no way affect or invalidate any other portions thereof and the remaining portions shall remain in full force and effect.

EXECUTED effective this 12 day of August, 2009.


KENNETH R. VAN GAASBEEK


CANDACE S. VAN GAASBEEK

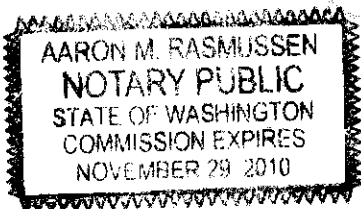


ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me KENNETH R. VAN GAASBEEK and CANDACE S. VAN GAASBEEK, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of August, 2009



Aaron M. Rasmussen

NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes
My appointment expires 11-29-10

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 12 2009

Amount Paid \$
Skagit Co. Treasurer
By CP Deputy

