



201412190053

Skagit County Auditor
12/19/2014 Page

\$77.00
1 of 6 12:00PM

After Recording Return To:
RKSJ, LLC
6067 Central Avenue
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
DEC 19 2014

Amount Paid \$
Skagit Co. Treasurer
By *HB* Deputy

AMENDED AND RESTATED EASEMENT FOR VIEW

Reference # 201008090097
GRANTORS: RKSJ, L.L.C., a Washington limited liability company
GRANTEES: RKSJ, L.L.C., a Washington limited liability company
Legal Description:
Abbreviated Form: Lots 1 & 3, Pangea Vista II, SP PL07-0077

Additional on Page: 1 & 2

Assessor's Tax Parcel Nos: P19057, P128069

THE UNDERSIGNED GRANTOR, RKSJ, L.L.C., a Washington limited liability company, is the owner of the following described property:

Parcel A:

Lot 3 of Skagit County Short Plat PL07-0077, Pangea Vista II, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072.

Situate in Skagit County, Washington.

THE UNDERSIGNED GRANTEE, RKSJ, L.L.C., a Washington limited liability company, is the owner of the following described property:

Parcel B:

Lot 1 of Skagit County Short Plat PL07-0077, Pangea Vista II, recorded November 19, 2008 under Skagit County Auditor's File Number

AF#200811190072.

Situate in Skagit County, Washington.

THE UNDERSIGNED GRANTOR and GRANTEE previously executed and recorded that certain "Easement for View", dated August 9th, 2010 and recorded August 9th, 2010 under Skagit County Auditor's File Number 201008090097. The Grantor and Grantee wish to amend and restate the "Easement for View" as described herein.

NOW THEREFORE, for and in consideration of creating a view easement and the mutual promises and covenants herein, the sufficiency of which consideration is hereby acknowledged, Grantor and Grantee hereby amend and restate that certain "Easement for View" dated August 9th, 2010 and recorded August 9th, 2010 under Skagit County Auditor's File Number 201008090097. The provisions of the "Easement for View" are hereby superseded and replaced in their entirety by the provisions of this document.

Grantor hereby conveys and quitclaims to Grantee and Grantee's successors, heirs and assigns and all persons taking title through Grantee (collectively "Grantee") a non-exclusive, perpetual easement for view over, under and across the following described real estate (the "Easement Area"), situated in the County of Skagit, State of Washington, to-wit:

That portion of Lot 3, Skagit County Short Plat PL07-0077, Pangea Vista II, recorded November 19, 2008 under Skagit County Auditor's File Number AF#200811190072, described as follows:

Beginning at the Southeast corner of Lot 1, said Short Plat;
thence North 89°46'35" West along the South line of said Lot 1 a distance of 251.77 feet to the True Point of Beginning of this description;
thence North 00° 00' 30" East a distance of 299.45 feet;
thence North 89° 46' 35" West a distance of 374.41 feet along said South line;
thence South 30° 09' 18" East a distance of 347.11 feet to a point that is North 89° 46' 35" West a distance of 200.00 feet from the True Point of Beginning;
thence South 89° 46' 35" East a distance of 200.00 feet to the True Point of Beginning.

Subject to easements, encumbrances, restrictions, court actions and all matters of record.

Situate in County of Skagit County, State of Washington



NORTH 1/4 CORNER
SECTION 2, T 34 N, R 1 E, W.M.

LOT 1
SP PL07-0077
P19057

N 89°46'35" W
374.41'

LOT 1
VIEW EASEMENT

POINT OF
BEGINNING

S 89°46'35" E
200.00'

N 00°00'30" E
299.45'

N 89°46'35" W
251.77'

S 00°09'54" W
2772.30'

P128069
LOT 3
SP PL07-0077

SOUTHEAST CORNER
OF LOT 1
SP PL07-0077

PORTION OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4 OF
SECTION 2, T. 34 N., R. 1 E., W.M.
SKAGIT COUNTY, WASHINGTON

SEMRAU ENGINEERING & SURVEYING
SURVEYING • ENGINEERING • PLANNING
MOUNT VERNON, WA 98273 360-424-9566



SCALE

DWG: NOAR2.dwg
JOB: 5349 12/16/14

Amended and Restated Easement for View - 3



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The Grantor and Grantor's successors, heirs and assigns and all persons taking title through Grantor (collectively "Grantor") shall not excavate, construct roads, plant, cut, trim or remove trees or vegetation, locate, install, construct, erect or build any objects, or temporary or permanent structures or place or park any vehicles, boats or objects of any kind, within the Easement Area without the prior, written approval of the Grantee.

The Grantee may cut, trim, top and remove trees and vegetation within the Easement Area in order to obtain and/or maintain an unobstructed view. Any such tree removal must follow state and county regulations. The Grantee will pay the Grantor any net profit resulting from the sale of any trees removed from the view easement area. The Grantee may not utilize any portion of the Easement Area for any purpose other than described herein.

All work shall be performed by a licensed, bonded and insured contractor. Grantee shall indemnify and hold Grantor harmless from any and all claims made by Grantee, Grantee's invitees, consultants, contractors, employees and other such persons, which claims arise out of or relate to work performed pursuant to this easement.

The benefits, burdens, and covenants of the easement(s) granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's and Grantee's property and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, and their respective heirs, successors or assigns.

This easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

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DATED this 19th day of December, 2014.

GRANTOR
RKSJ, LLC



By: Earl Roger Noar
Its: Manager

GRANTEE
RKSJ, LLC

By: Earl Roger Noar
Its: Manager

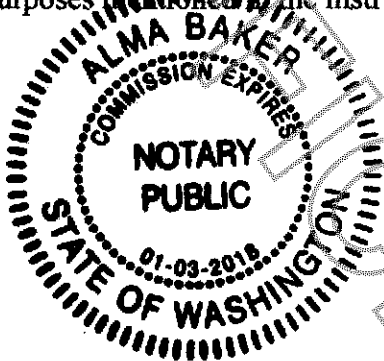


201412190053

\$77.00

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that EARL ROGER NOAR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of RKSJ, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 12/19/2014

[Signature]

(Signature)

NOTARY PUBLIC

ALMA BAKER

Print Name of Notary

My appointment expires: 01/03/2018

State of Washington)
County of Skagit)

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[Signature]

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