



**EXCISE TAX EXEMPT**

**MAR 13 2012**

When Recorded Return to:  
RSM Development, Inc.  
P.O. Box 2506  
Oak Harbor, WA 98277

**Ana Maria d. Nufez, CPA  
Island County Treasurer**

**SCENIC VIEW PROTECTION EASEMENT AGREEMENT**

**Grantor:** Ronald E. Muzzall and Shelly L. Muzzall, husband and wife  
**Grantee:** RSM Development, Inc., a Washington corporation, and Seattle Pacific Homes, Inc., a Washington corporation  
**Legal Description:** Lots 7, 8, 9, 10, 11, 12, 13 and 14 of the Plat of Lyle Ridge and West 264.87' of East 429.87' measured along N line of Gov't Lot 5, Sec 22, Township 32N R1E lying N of Scenic Hts Rd. Additional legals are on Page 1, below, and Page 2 of document.  
**Assessor's Tax Parcel Numbers:** S7414-00-00007-0, S7414-00-00008-0, S7414-00-00009-0, S7414-00-00010-0, S7414-00-00011-0, S7414-00-00012-0, S7414-00-00013-0 and S7414-00-00014-0; and R13222-235-3670  
**Reference Numbers of Documents Assigned or Released:** N/A

This SCENIC VIEW PROTECTION EASEMENT AGREEMENT ("Scenic View Easement Agreement") is entered into as of January 1, 2012 by and between Ronald E. Muzzall and Shelly L. Muzzall, husband and wife (hereinafter collectively referred to as "Grantor") and RSM Development, Inc., a Washington corporation (hereinafter referred to as "RSM") and Seattle Pacific Homes, Inc., a Washington corporation (hereinafter referred to as "SPH") with RSM and SPH hereinafter collectively referred to as "Grantees"); and this Scenic View Easement Agreement was executed by each of the Grantor and Grantees on the date shown on each of the signature pages below.

**RECITALS:**

A. Grantor is the owner of the following described real property known as Island County Tax Parcel No. R13222-235-3670 and legally described as follows:

The West 264.87 feet of the East 429.87 feet, measured along the North line of that portion of Government Lot 5, Section 22,

2.



Township 32 North, Range 1 East of the Willamette Meridian, lying North of county road known as Scenic Heights Road, as conveyed to Island County by deed recorded February 24, 1972, under Auditor's File No. 248083 (hereinafter referred to as "Grantor Property").

B. RSM is the owner of Lots 7, 8, 9, 10, 11, 12 and 14 of the Plat of Lyle Ridge as per plat recorded June 4, 2008 as Auditor's File No. 4229976, records of Island County, Washington and situate in the County of Island, State of Washington and which Lots are known respectively as S7414-00-00007-0, S7414-00-00008-0, S7414-00-00009-0, S7414-00-00010-0, S7414-00-00011-0, S7414-00-00012-0 and S7414-00-00014-0, which lots are hereafter individually referred to as Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12 and Lot 14, respectively, or referred are hereafter collectively referred to as the "RSM Lots".

C. SPH is the owner of Lot 13 of the Plat of Lyle Ridge as per plat recorded June 4, 2008 as Auditor's File No. 4229976, records of Island County, Washington and situate in the County of Island, State of Washington and which Lot is known as S7414-00-00013-0, which lot is referred to hereafter as the "SPH Lot".

D. Hereinafter the RSM Lots and the SPH Lot are referred to collectively as the "Grantee Lots".

E. Grantor wishes to grant to the Grantees and the future owners of the Grantee Lots a scenic view protection easement that will burden the Grantor Property, pursuant to the terms, covenants, and conditions set forth below.

NOW, THEREFORE, it is agreed as follows:

1. Scenic View Protection Easement. The Grantor, for valuable consideration the receipt of which is hereby acknowledged, hereby grants to RSM, as the owner of the RSM Lots and for the benefit of each of the RSM Lots, and to SPH as the owner of the SPH Lot and for the benefit of the SPH Lot, a perpetual easement for scenic view protection on, over and across the following portions of the Grantor Property:

- (a) Scenic View Protection Area A: The western twenty-five (25) feet of the Grantor Property that lies South of the house presently located on the Grantor Property; and
- (b) Scenic View Protection Area B: The portion of the Grantor Property that lies South of the house presently located on the Grantor Property except for the portion of the Grantor Property located in Scenic View Protection Area A; and

3.



the Grantor hereby imposes the following scenic view protection restrictions on, over and across Scenic View Protection Area A and Scenic View Protection Area B, to run with the land, and to benefit each of the Grantee Lots (herein "Scenic View Protection Easement"):

No buildings and other structures, including but not limited to houses, cabins, sheds, garages, barns, trailers, mobile homes, walls and fences and no trees, shrubs, bushes, plants or other vegetation shall at any time exceed a height of six (6) feet in any portion of Scenic View Protection Area A or a height of fifteen (15) feet in any portion of Scenic View Protection Area B.

2. Consideration. No monetary consideration shall be received by Grantor for the granting of the Scenic View Protection Easement.

3. Miscellaneous Provisions.

3.1 The provisions of this Scenic View Protection Easement Agreement shall run with the land and shall be binding upon the successors and assigns of the Grantor and the future owners of the Grantor Property and the successor and assigns of the Grantees and the future owners of the Grantees Lots, and the provisions of this Scenic View Protection Easement Agreement shall inure to the benefit all parties assuming or acquiring any rights, title or interest in this Scenic View Protection Easement Agreement and to the benefit of the successors and assigns of the Grantor with respect to the Grantor Property and of the successors and assigns of each of the Grantees with respect to each of the Grantee Lots.

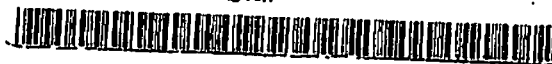
3.2 This Scenic View Protection Easement Agreement shall be recorded with the Auditor of Island County, Washington.

3.3 Article and section headings used in this Scenic View Protection Easement Agreement are for convenience of reference only and shall not affect the construction of any provision of this Scenic View Protection Easement Agreement. As used herein, the singular shall include the plural and vice versa and any gender shall be deemed to include the masculine, feminine and neuter gender.

3.4 Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Scenic View Protection Easement Agreement shall remain in full force and effect.

3.5 The parties, on behalf of themselves and their respective successors, acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Scenic View Protection Easement Agreement or any exhibits or amendments thereto.

40



3.6 This Scenic View Protection Easement Agreement shall be construed under and in accordance with the laws of the State of Washington. Any action instituted relating to the rights and obligations of this View Easement Agreement shall be filed in Island County, Washington.

3.7 In the event legal action is required and commenced between or among the parties to this Scenic View Protection Easement Agreement to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all of its costs and expenses including but not limited to reasonable attorney's fees as determined by the Court.

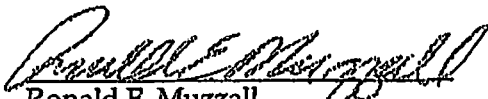
3.8 The drafting, execution and delivery of this Scenic View Protection Easement Agreement have been induced by no representations, statements, warranties or agreements other than those expressed in this Scenic View Protection Easement Agreement. This Scenic View Protection Easement Agreement constitutes the complete and final expression of the agreement of the parties relating to the subject matter hereof. No amendment or modification of this Scenic View Protection Easement Agreement shall be valid or binding unless reduced to writing and executed by the record owners of each of the Grantee Lots.

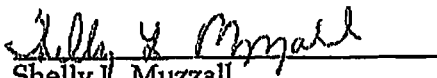
3.9 No waiver of any of the provisions of this Scenic View Protection Easement Agreement shall be effective unless it is in writing, signed by the person or entity against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

3.10 If any one or more of the provisions contained in this Scenic View Protection Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Scenic View Protection Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Scenic View Protection Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Scenic View Protection Easement Agreement as of the date first shown above.

GRANTOR: .

  
Ronald E. Muzzall

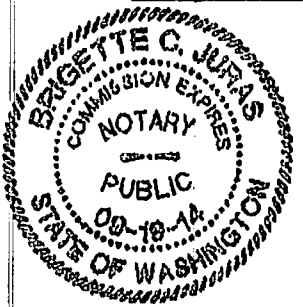
  
Shelly J. Muzzall



STATE OF WASHINGTON )  
  )  
  SS:  
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Ronald E. Muzzall 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 President of RSM Development, Inc., to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: March 12, 2012.



*Brigette C. Jurvas*  
\_\_\_\_\_  
Print Name: Brigette C. Jurvas  
Notary Public for the State of Washington  
Residing at: Coupeville  
My Commission Expires: 09-19-14

STATE OF WASHINGTON )  
  )  
  SS:  
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Darin Huseby 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 Authorized Signer of Seattle Pacific Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: march 6, 2012.



*Laurie R. Schindler*  
\_\_\_\_\_  
Print Name: Laurie R. Schindler  
Notary Public for the State of Washington  
Residing at: Mukilteo  
My Commission Expires: 12-19-13

6.

03/13/2012 11:42:14 AM  
Recording Fee \$67.00 Page 6 of 6  
Easement  
Island County Washington

4311496

GRANTEES:



RSM Development, Inc.

By: Ronald E. Muzzall  
Ronald E. Muzzall  
President

Seattle Pacific Homes, Inc.

By: Dawn Huseby  
Title: Authorized Signer

STATE OF WASHINGTON       )  
  ss:  
COUNTY OF ISLAND        )

I certify that I know or have satisfactory evidence that Ronald E. Muzzall and Shelly L. Muzzall are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: March 12, 2012.



Brigette C. Jusas  
Print Name: Brigette C. Jusas  
Notary Public for the State of Washington  
Residing at: Conesville  
My Commission Expires: 09-19-14

7.

**ROUNDY LAW OFFICES, P.S.**

---

Business Planning  
Real Estate/Land Use  
Local Government  
Commercial Transactions  
Construction  
Estate Planning  
Probate

506 NORTH MAIN  
COUPEVILLE, WASHINGTON 98239

Telephone: 360•678•6200

Facsimile: 360•678•6203

E-mail: dale@roundylaw.com

Dale K. Roundy  
Attorney

Michael L. Charneski  
Of Counsel

Brigette C. Juras  
Paralegal

March 14, 2012

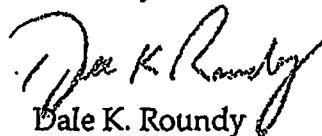
Ronald & Shelly Muzzall  
938 Scenic Heights Road  
Oak Harbor, WA 98277

Re: **RSM Development, Inc.**  
**Scenic View Protection Easement Agreement**

Dear Ron & Shelly:

Please find enclosed the original Scenic View Protection Easement Agreement, which you and Ron signed at our office Monday and authorized us to record. Accordingly, the Easement was recorded with the Island County Auditor's Office yesterday, March 13, 2012 under Auditor File No. 4311496. Please maintain the original in safe place. We have retained a copy for our records.

Sincerely,

  
Dale K. Roundy

DKR:bcj  
Enclosure