



After recording, return document to:
Terry R. Harmer and Myra H. Harmer
138 Forest Lane
Bellingham, WA 98225



DOCUMENT TITLE:
VIEW EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENTS:
AF No. 1409371, KELLY SHORT PLAT,

GRANTORS: Terry R. Harmer and Myra H. Harmer
GRANTEES: Terry R. Harmer and Myra H. Harmer

ABBREVIATED LEGAL DESCRIPTIONS:
LOTS 1 AND 2, FOREST LANE LOT LINE ADJUSTMENT, AF No. 2025- 0701944

ASSESSOR'S TAX PARCEL NUMBERS:
380236 345134 0000, 380236 351128 0000

VIEW EASEMENT

This view easement ("easement") is made and entered into this 9th day of June, 2025, by and between Terry R. Harmer and Myra H. Harmer, husband and wife, hereinafter the "Grantors," as owners of the burdened parcel, and Terry R. Harmer and Myra H. Harmer, husband and wife, hereinafter the "Grantees," as owners of the benefitted parcel. Grantor and Grantee may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Grantors own real property situated in Whatcom County, Washington, legally described as Lot 2, Forest Lane Lot Line Adjustment, filed under Auditor's File No. 2025- 0701944.

WHEREAS, Grantees own real property situated in Whatcom County, Washington, legally

described as Lot 1, Forest Lane Lot Line Adjustment, filed under Auditor's File No. 2025- 0701944.

WHEREAS, Grantees wish to have a view easement to the west of their lot and across the Grantors' lot.

WHEREAS, The purpose of this Easement is to establish a view easement for the benefit of Grantees' property. The easement area is legally described as Lot 2, Forest Lane Lot Line Adjustment, filed under Auditor's File No. 2025- 0701944 and runs with the land for the benefit of the Grantees' property.

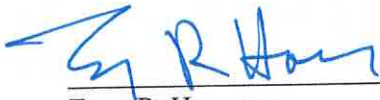
NOW, THEREFORE, the parties agree as follows:

1. **Easement.** Grantors hereby grant and convey to the Grantees a perpetual nonexclusive easement that runs with the land, across and over the Easement Area.
2. **Consideration.** There is no consideration for this easement, as it is a gift.
3. **Benefit.** The Easement granted herein is for the primary benefit of the Grantees' property, which is the dominant estate.
4. **Purpose.** The sole purpose of this easement is to grant a view easement to the Grantees to the East of Grantors' property. Grantees are not being granted any use of the easement property.
5. **Obstructions to View Prohibited.** Grantors, who shall maintain full use of the easement property, shall not place any structure, including fencing, vegetation, or any other obstruction, above the elevation of 143 feet. (Vertical Datum = NAVD88)
6. **Binding Effect.** In all respects, the provisions of this Agreement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.
7. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.
8. **Severability.** Invalidity of any of the provisions of this Agreement by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. **Integration.** This writing contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements or understandings. This Agreement may be altered or modified only by a written modification signed by the parties hereto.

IN WITNESS WHEREOF, the parties executed this document as of the first date written above.

GRANTORS and GRANTEES:


Terry R. Harmer


Myra H. Harmer

State of Washington)
)
County of Whatcom)

I certify that I know or have satisfactory evidence that Terry R. Harmer and Myra H. Harmer are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instruction and acknowledged it to be the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.





Notary Public in and for the State of Washington

Dated: 6/9/2025

Residing at: Lynden, WA

My Commission Expires: 10-07-2027