



201801220145

Return to:
Cedardale, LLC
18325 214th Avenue N.E.
Woodinville, WA 98077

Skagit County Auditor \$84.00
1/22/2018 Page 1 of 11 1:29PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 22 2018

SETBACK EASEMENT

Amount Paid \$
Skagit Co. Treasurer

By *[Signature]* Deputy

Grantors: SMITH AND MORRISON FARMS, LLC, a Washington limited liability company

Grantees: C&S PROPERTY MANAGEMENT, LLC, a Washington limited liability company

Abbreviated Legal: Lot 2, SP93-073; Ptn NW ¼, SW ¼, S5,T33N,R4E

Assessor's Tax Parcel Nos.: P16391 / 330405-3-005-0001; P16348 / 330405-0-021-0106

THIS INSTRUMENT, entered into to satisfy the side and rear yard setback requirements of the Skagit County Code:

WITNESSETH:

WHEREAS, The Skagit County Codes require a 15 foot side yard setback and a 35 foot rear yard setback; and

WHEREAS, Section 14.16.810 (5) provides an exception from the side and rear setback requirement if an easement is provided along the North and West lot line of the abutting lot, sufficient to leave the minimum requirement building separation of 16 feet; and

WHEREAS, SMITH AND MORRISON FARMS, LLC, a Washington limited liability company, is the owner of real property described on the attached Exhibit "C";

WHEREAS, C&S PROPERTY MANAGEMENT, LLC, a Washington limited liability company, is the owner of real property described on the attached Exhibit "B";

NOW THEREFORE, SMITH AND MORRISON FARMS, LLC, a Washington state limited liability company, as Grantor, hereby quitclaims to C&S PROPERTY MANAGEMENT, LLC, a Washington state limited liability company, as Grantee, a non-exclusive easement over the following described property:

(See Exhibit "A")

herein called the "easement area", for side and rear yard setback purposes to satisfy the Skagit County Code on the following described real property of the Grantee:

(See Exhibit "B")

herein called the "receiving lot", and agrees that no structure will be located in the easement area and that subject to any termination of this Easement, all future setbacks will be measured from the easement lines rather than the property lines adjacent to this easement.

Additional references numbers: CC16-0049 and BP15-0521. Nothing in these referenced documents shall have any effect on the terms and conditions of this Easement.

1. Grantee's Limited Right of Access to Easement Area. Subject to the indemnification set forth herein, Grantee shall have the right to enter upon that portion of the Easement Area that is south of the south line of lot 2 of Skagit County Short Plat No. 93-073, approved October 23, 1993 and recorded October 26, 1993 under Skagit County Auditor's File Number 9310260063 for the purpose of maintaining the south side of the building located on lot 2, which south side of the building is located within two (2) feet of the south line of lot 2. Grantee's access shall be subject to the following terms and conditions:

Grantee agrees to indemnify and save harmless Grantor against and from any and all liability, loss, costs and expense of whatever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Easement Area by, or the presence thereon of, Grantee, Grantee's agents, contractors, employees, invitees, licensees or any other person whose presence on the Easement Area arises out of or relates to Grantee and/or this Easement.

Grantee agrees to indemnify and hold harmless Grantor against and from any and all liens, claims, demands, costs and expenses of whatever nature in any way connected with or growing out of any work done in the Easement Area by Grantee, Grantee's agents, contractors, employees, invitees, licensees or any other person whose presence on the Easement Area arises out of or relates to Grantee and/or this Easement.

Grantee shall, as soon as possible and at Grantee's sole expense, restore the Easement Area in reasonably similar condition as it was immediately prior to the time Grantee entered the Easement Area.

2. Limited Scope of Easement. Other than Grantee's right to enter a portion of the Easement Area, as is more particularly described in Section 1 above, the Easement granted herein shall be strictly limited to an obligation of Grantor to not construct any above ground improvements in the Easement Area, that would be a violation of setback requirements contained in the Skagit County Code, as they exist on January 15, 2018.

Notwithstanding anything to the contrary, nothing in this Easement shall restrict Grantor's rights to install, replace, repair, maintain or otherwise improve the Easement Area, including, but in no way limited to and without limiting the generality of the foregoing, install, replace, repair, maintain or otherwise construct improvements related to drainage, discharge, storm water, waste water and other types of liquid discharge, mechanical or natural filtration.

3. Grantee Prohibitions. Grantee shall not expand or add to the improvements located on the Grantee's property which improvements are located within the setback required by Skagit County Code as the Skagit County Code existed on January 15, 2018.
4. Limited Duration of Easement. This Easement shall terminate automatically and without requirement of notice immediately upon any of the following events:
 - a. Skagit County Code is modified to reduce or eliminate side and/or rear setbacks for the Grantee's property;
 - b. The improvements located on the Grantee's property within the setbacks required by Skagit County Code as of January 15, 2018, are demolished or destroyed by any act or omission of Grantee or by any casualty of any nature or cause whatsoever.
5. General Provisions.
 - a. The benefits, burdens, and covenants of this Easement shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantors and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.
 - b. The failure of any party to insist upon strict performance of any of the provisions of this Easement, or to exercise any option herein conferred in any one or more

instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

- c. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the nonbreaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The nonbreaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.
- d. The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- e. This Agreement shall be construed and governed by the laws of the State of Washington.
- f. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- g. This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Easement has had the opportunity to review this Easement with legal counsel. No interpretation of this Easement shall be made based upon which party drafted all or any portion of this Easement.
- h. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Easement

DATED this 22nd day of January, 2018.

SMITH AND MORRISON FARMS, LLC



Signature

By: DARRIN MORRISON

Its: MEMBER/MANAGER

C&S PROPERTY MANAGEMENT, LLC



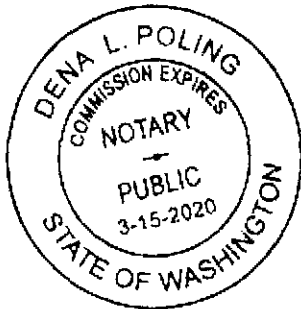
Signature

By: DARRYL CLOER

Its: MEMBER/MANAGER

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DARRIN MORRISON is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER and MANAGER of SMITH AND MORRISON FARMS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: January 22, 2018

Dena L. Poling

(Signature)

NOTARY PUBLIC

Dena L. Poling

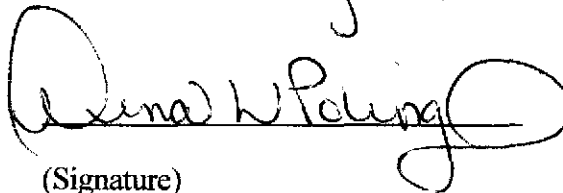
Print Name of Notary

My appointment expires: March 15, 2020

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DARRYL CLOER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER and MANAGER of C&S PROPERTY MANAGEMENT, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 22, 2018



(Signature)

NOTARY PUBLIC

Dena L Poling

Print Name of Notary

My appointment expires: March 15, 2020

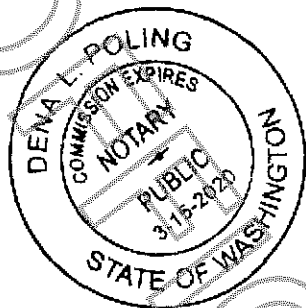


EXHIBIT "A"
EASEMENT AREA

That portion of Skagit County tax parcel ID P16391 more specifically described as follows:

Beginning at the southwest corner of lot 2 of Skagit County Short Plat No. 93-073, approved October 23, 1993 and recorded October 26, 1993 under Skagit County Auditor's File Number 9310260063 (hereinafter "lot 2");

Thence Southerly along the West line of tax parcel ID P16391, being the East right of way of PSH No. 99, also being the East right of way of Cedardale Road, a distance of 14 feet;

Thence Easterly parallel with the south line of lot 2 a distance of 232.71 feet more or less to a point that is 14 feet south of the easterly extension of the south line of lot 2 and 24 feet east of the southerly extension of the east line of lot 2;

Thence northerly parallel to, and 24 feet east of, the east line of lot 2 a distance of 65 feet;

Thence westerly parallel with the south line of lot 2, a distance of 24 feet, more or less, to the east line of lot 2;

Thence southerly along the east line of lot 2 to the southeast corner of lot 2;

Thence westerly along the south line of lot 2 to the southwest corner of lot 2 and the point of beginning and terminus of said easement.

All situate in the County of Skagit, State of Washington.

EXHIBIT "B"

C&S PROPERTY MANAGEMENT, LLC

(Skagit County Assessor's Parcel Number P-16348)

Lot 2 of SKAGIT COUNTY SHORT PLAT NO. 93-073, as approved October 25, 1993, and recorded October 26, 1993, under Auditor's File No. 9310260063, in Volume 11 of Short Plats, pages 6 and 7, records of Skagit County, Washington; being a portion of the West Half of the Southwest Quarter of Section 5, Township 33 North, Range 4 East of the Willamette Meridian;

TOGETHER WITH that portion of Lot 1, Short Plat No. 93-073, recorded October 26, 1993, under Auditor's File No. 9310260063, in Volume 11 of Short Plats, pages 6 and 7, records of Skagit County, Washington, described as follows:

*Beginning at the Southwest corner of said Lot 1, Skagit County Short Plat No. 93-073;
Thence North 35 feet along the West line of said Lot 1;
Thence East 115 feet parallel to the South line of said Lot 1;
Thence South to said South line of said Lot 1;
Thence West along said South line to the point of beginning.*

Situated in Skagit County, Washington.

EXHIBIT "C"

SMITH AND MORRISON FARMS, LLC

(Skagit County Assessor's Parcel Number P-16391)

The Southwest 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 4 East, W.M.,

TOGETHER WITH that portion of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 33 North, Range 4 East, W.M., described as follows:

BEGINNING at a point on the West line of said Section 5 which bears North 0°05'37" East (called North 1°30'00" East on previous description) a distance of 1,120.77 feet from the Southwest corner of said Section 5;

thence South 89°54'23" East (called South 88°30'00" East on previous description) for a distance of 30.00 feet, more or less, to the East right of way line of PSH No. 99, also being the East right-of-way margin of Cedardale Road and also being the Southwest corner of Lot 2 of Skagit County Short Plat No. 93-073, approved October 23, 1993 and recorded October 26, 1993 under Auditor's File No. 9310260063;

thence continue South 89°54'23" East along the South line of said Lot 2 for a distance of 208.71 feet to the Southeast corner thereof;

thence North 0°05'37" East (called North 1°30'00" East on previous description) along the East line of said Short Plat for a distance of 212.31 feet, more or less, to the South line of said Northwest 1/4 of the Southwest 1/4 of Section 5 and being the TRUE POINT OF BEGINNING;

thence continue North 0°05'37" East along said East line or East line extended for a distance of 350.04 feet;

thence North 89°14'48" East parallel with said South line of the Northwest 1/4 of the Southwest 1/4 for a distance of 160.00 feet;

thence South 0°05'37" West for a distance of 350.04 feet, more or less, to said South line of the Northwest 1/4 of the Southwest 1/4 at a point bearing North 89°14'48" East from the TRUE POINT OF BEGINNING;

thence South 89°14'48" West along said South line for a distance of 160.00 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT that portion of said property lying within the following described tract:

BEGINNING at a point on the West line of said Section 5 which bears North 1°30'00" East 1,120.77 feet from the Southwest corner of said Section 5; thence South 88°30'00" East a distance of 30 feet to the East right of way line of PSH No. 99, said point being the TRUE POINT OF BEGINNING; thence South 88°30'00" East a distance of 208.71 feet; thence North 1°30'00" East parallel with the West line of said Section, a distance of 417.42 feet; thence North 88°30'00" West a distance of 208.71 feet to the East right of way line of PSH No. 99; thence South 1°30'00" West along said East right of way line 417.42 feet to the TRUE POINT OF BEGINNING,

AND EXCEPT that portion conveyed to the State of Washington by deed recorded December 15, 1971, under Auditor's File No. 761886;

AND ALSO EXCEPT roads.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.