

202102120033

02/12/2021 08:42 AM Pages: 1 of 10 Fees: \$112.50
Skagit County Auditor

After Recording Return to:
Eric and Annette Hanson
725 Montebello Circle
Chesapeake, VA 23322

Document Title: Setback Easement

Grantor(s): Eric and Annette Hanson

Grantee: Adam Acosta

Abbreviated Legal Description: Portions of the NE ¼ of the NE ¼ of Section 17, Township 34 North, Range 4 East, W.M.

Full Legal Description: Full legal description of subject properties are legally described in Exhibits 'A' and 'B' attached hereto, and incorporated herein, *Pages 6 and 7.*

Assessor's Tax Parcel No(s): P25752, P80199

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
FEB 12 2021

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

SETBACK EASEMENT

THIS SETBACK EASEMENT is between Eric and Annette Hansen hereafter referred to as "Grantor" and Adam Acosta, hereinafter referred to as the "Grantee" (collectively the parties) for the purpose of establishing a perpetual setback easement.

RECITALS

- A. The Grantor and Grantees both have property located in a Single-Family Residential zoning district.
- B. The Grantee is required to have a minimum (10) foot rear setback for their accessory structure identified in **Exhibit D** of this document. In its existing condition this accessory structure has a minimum rear yard setback of (5) feet.
- C. The Grantor is required to have a minimum (5) foot side yard setback for structures along their east property line.
- D. To create a code-compliant setback, the Grantor is granting a setback easement to the Grantee that varies in width as shown on the accompanying **Exhibit D**.
- E. Grantor is the owner of that certain real property legally described on **Exhibit A**, attached hereto, and incorporated herein, hereafter referred to as Parcel A:
- Owner('s)(s') Property is commonly known as:
- 2109 Sandalwood Street, Mount Vernon, Washington 98273
- F. Grantee is the owner(s) of the real property legally described on **Exhibit B**, attached hereto, and incorporated herein, hereafter referred to as Parcel B:
- Owner('s)(s') Property is commonly known as:
- 2227 North LaVenture Road, Mount Vernon, WA 98273
- G. Grantee(s) desire(s) to acquire an easement appurtenant to Parcel B over a portion of Parcel A to be code compliant.

NOW, THEREFORE, for and in consideration of the mutual benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve unto itself, and establish the following easements for the benefit of Grantee:

EASEMENT

This easement is granted to and conditioned upon the following terms, conditions, and covenants:

1. **Exhibit C** contains the legal description of the easement area that is over and across portions of Parcel A (such portion is referred to as the "Easement Area"), that is subject to the terms and conditions set forth in this Agreement. **Exhibit D** contains a map illustrating the location of the Easement Area.

The Easement shall be appurtenant to and for the benefit of Parcel B. The Easement shall be an encumbrance on Parcel A.

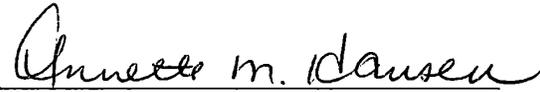
2. The purpose of the Easement is to enable Grantee(s) to build a ten foot by sixteen foot storage shed without having the required 10 foot setback.
3. No structure shall be constructed or erected within the Easement Area encumbering Parcel A that is shown and described in the attached **Exhibits 'C' and 'D'**.
4. Grantor has the right to use the Easement Area for any purpose not inconsistent with the foregoing and the grant of easement described in this Agreement.
5. Easement Runs with the Land- Duration. The Easement is granted in perpetuity. The easement granted herein, the restrictions established herein, and the covenants on the part of the parties, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees.
5. Hold Harmless. Grantor shall forever hold harmless Grantee from any loss, damage, injury or death arising from any act or omission of Grantee, its invitees, licensees, employees or agents caused to person or property of Grantor or its employees arising from use of the Easement Area pursuant to this Agreement.
6. Grantor's Representations. Notwithstanding the Easement granted herein is without warranty, Grantor represents that they are the current owner in fee title to the Property, and that Grantor has full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantor.
7. Successors. This instrument shall bind the parties' successors and assigns, and whoever has possession of the setback easement, or uses the easement, in whole or in part, without regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.
8. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington.
9. Venue. The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

By its signature(s) set forth herein below, Grantor(s) and Grantee(s) hereby accepts the foregoing grant of this Setback Easement subject to the terms and conditions herein contained.

SIGNED AND APPROVED this 29 day of January, 2021



Signature of Grantor



Signature of Grantor

ERIC DEON HANSEN

Printed Name of Grantor

Annette M. Hansen

Printed Name of Grantor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Eric D. Hansen (name of person) 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 the Grantor (type of authority, e.g., officer, trustee, etc.) of Setback easement (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 5th day January of, ~~2020~~ 2021

(SEAL)

NOTARY PUBLIC AND CONSUL OF THE
UNITED STATES, 10 U.S.C. 1044n
COMMISSION EXPIRES 5 Oct 2021

Jerome Bromlee
Notary Public
Residing at Norfolk, VA
My appointment expires 5 Oct 2021

Virginia
~~STATE OF WASHINGTON~~ }
COUNTY OF ~~SKAGIT~~ } ss.
Chesapeake

I certify that I know or have satisfactory evidence that Annette M. Hansen (name of person) 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 the Grantor (type of authority, e.g., officer, trustee, etc.) of Setback easement (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 29th day January of, ~~2020~~ 2021

(SEAL)

Timothy Joseph McWilliams Jr
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7681372
My Commission Expires 11/30/2024

[Signature]
Notary Public
Residing at Chesapeake, VA
My appointment expires 30th November 2024

**EXHIBIT A
PARCEL A LEGAL DESCRIPTION**

LOT 1, PLAT OF SANDALWOOD, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTH 20.492 FEET OF THE EAST 135.8 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE EAST 1,079.08 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 10 FEET NORTH OF THE NORTHWEST CORNER OF LOT 1, PLAT OF SANDALWOOD, REFERRED TO ABOVE;
THENCE EAST ALONG THE SOUTH LINE OF THE PLAT OF CRESSMOOR DIVISION NUMBER 2, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 16, A DISTANCE OF 95 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 13 OF SAID PLAT;
THENCE SOUTH 10 FEET;
THENCE WEST 95 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, PLAT OF SANDALWOOD;
THENCE NORTH 10 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B
PARCEL B LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING 693.05 FEET SOUTH AND 30.00 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 135.80 FEET;

THENCE SOUTH 96.00 FEET;

THENCE EAST 135.80 FEET TO THE WEST MARGIN OF COUNTY ROAD, SAID POINT BEING 30.00 FEET WEST OF THE EAST LINE OF SAID SECTION 17;

THENCE NORTH 96.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 20.492 FEET OF THE EAST 135.80 FEET OF LOT 1, PLAT OF SANDALWOOD, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND TOGETHER WITH THAT PORTION OF THE NORTH 10 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., CONVEYED BY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE 200509020084 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH 20.492 FEET OF THE EAST 135.80 FEET OF LOT 1, PLAT OF SANDALWOOD, AS PER PLAT RECORDED IN VOLUME 11 OF PLAT, PAGE 78, RECORDS OF SKAGIT COUNTY;

THENCE NORTH 5 FEET;

THENCE WEST TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 1 OF CRESSMOOR DIVISION NUMBER 1, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY; THENCE SOUTH 5 FEET TO THE NORTH LINE OF SAID LOT 1 OF SAID PLAT OF SANDALWOOD;

THENCE EAST TO THE POINT OF BEGINNING

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

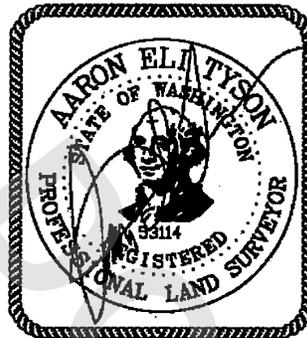
THAT PORTION OF LOT 1, PLAT OF SANDALWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, DEFINED AS FOLLOWS:

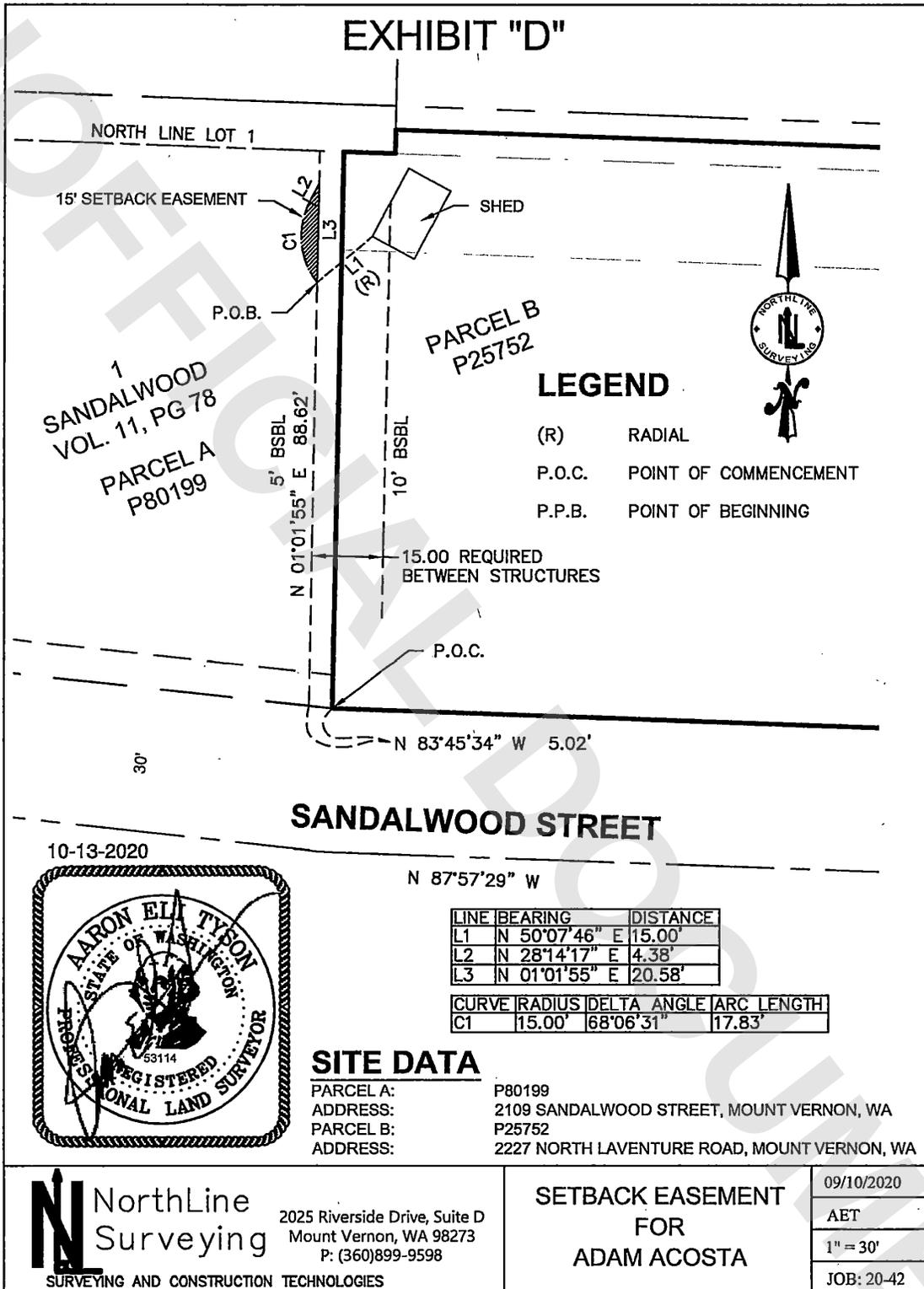
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 83°45'34" WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 5.02 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE EAST LINE OF SAID LOT 1;
THENCE NORTH 01°01'55" EAST ALONG SAID PARALLEL LINE 88.62 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 15.00 FEET, FROM WHICH POINT A RADIAL LINE BEARS NORTH 50°07'46" EAST;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°06'31" FOR A DISTANCE OF 17.83 FEET;
THENCE NORTH 28°14'17" EAST 4.38 FEET TO SAID PARALLEL LINE;
THENCE SOUTH 01°01'55" WEST ALONG SAID PARALLEL LINE 20.58 FEET TO THE POINT OF BEGINNING.

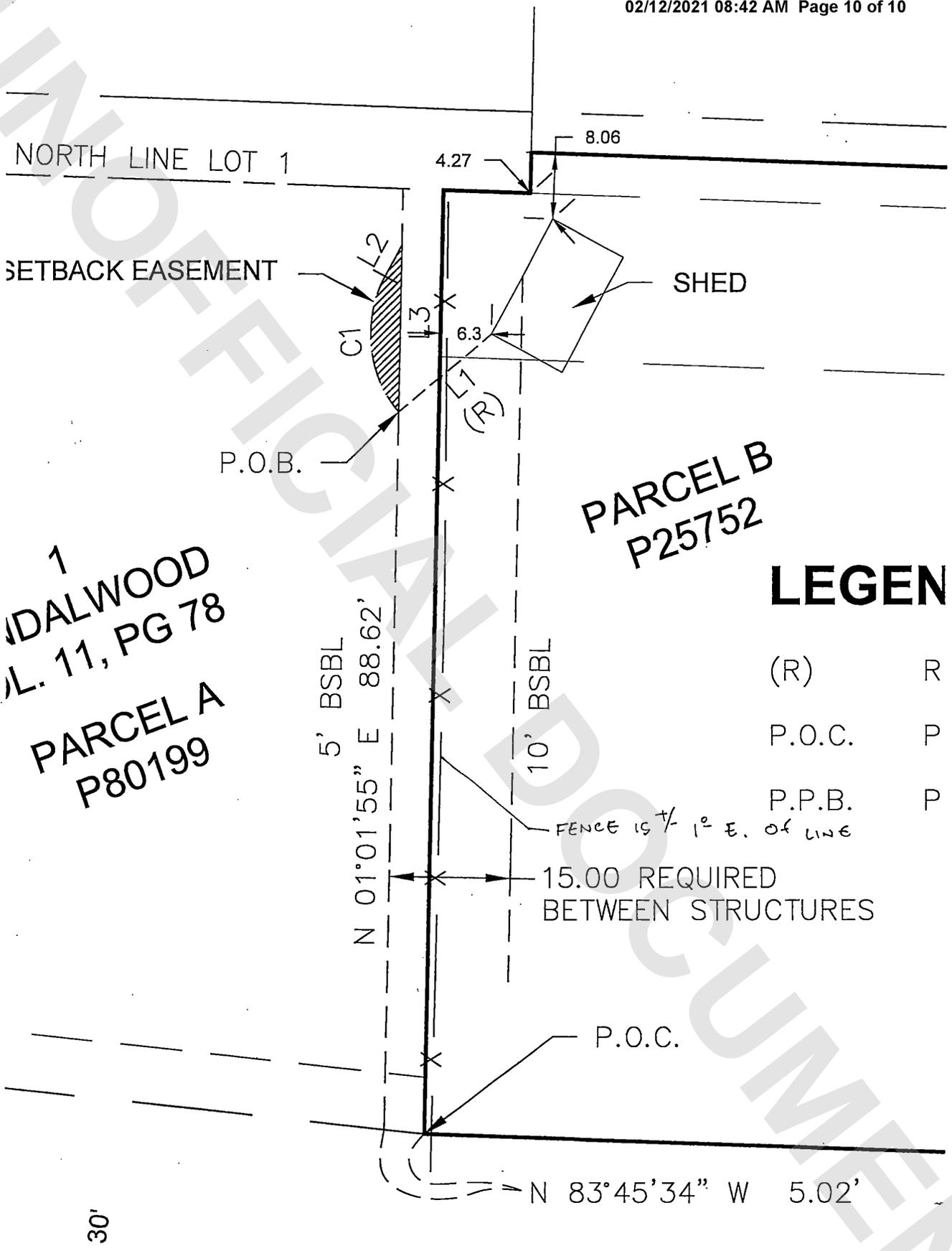
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINS 50.00 SQ. FT. MORE OR LESS

10-14-2020







1
D DALWOOD
L. 11, PG 78
PARCEL A
P80199

PARCEL B
P25752

LEGEN

- (R) R
- P.O.C. P
- P.P.B. P

15.00 REQUIRED
BETWEEN STRUCTURES

FENCE IS $\frac{1}{4}$ 1° E. OF LINE

30'