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09/22/2023 01:19 PM Pages: 1 of 7 Fees \$209.50
Skagit County Auditor

After Recording Return to:
Steven and Roslyn Shulman, Trustee of Shulman Family Trust
1500 E. College Way #562
Mount Vernon, WA 98273 or 98274

Document Title:	Setback Easement
Grantor:	Harrison-Taylor-Blackburn, LLC
Grantee:	1913 Cleveland, LLC
Abbreviated Legal Description:	Lots 3 and 4, Block 6, Fisher's replat of Blocks 5 and 6 and part of Tract H, McLean's Third Street addition to Mount Vernon
Full Legal Description:	LOTS 3 AND 4, BLOCK 6, FISHER'S REPLAT OF BLOCKS 5 AND 6 AND PART OF TRACT H, MCCLEAN'S THIRD STREET ADDITION TO MOUNT VERNON, According to the plat thereof recorded in Volume 5 of Plats, Page 34, records of Skagit County, Washington, EXCEPT that portion conveyed to the City of Mount Vernon for street purposes under deed dated August 10, 1973, recorded September 5, 1973 under Auditor's File No. 790399, Records of Skagit County, Washington.
Assessor's Tax Parcel No(s):	P52842, P135817

SETBACK EASEMENT

THIS SETBACK EASEMENT is between Harrison-Taylor-Blackburn, LLC hereafter referred to as "Grantor" and 1913 Cleveland, LLC hereinafter referred to as the "Grantee" (collectively the parties) for the purpose of establishing a perpetual setback easement.

RECITALS

- A. Title 17, the Zoning Code of the City of Mount Vernon, requires a minimum of a fifteen (15) foot setback for structures in Single-Family Residential zoning districts.

- B. Grantor is the owner of that certain real property legally described as follows and hereafter referred to as Parcel A:

LOT 4, BLOCK 6, FISHER'S REPLAT OF BLOCKS 5 AND 6 AND PART OF TRACT H, MCCLEAN'S THIRD STREET ADDITION TO MOUNT VERNON, According to the plat thereof recorded in Volume 5 of Plats, Page 34, records of Skagit County, Washington, EXCEPT that portion conveyed to the City of Mount Vernon for street purposes under deed dated August 10, 1973, recorded September 5, 1973 under Auditor's File No. 790399, Records of Skagit County, Washington.

Owner('s)(s') Property is commonly known as:

1915 Cleveland Ave. Mount Vernon, WA 98273

- C. Grantee is the owner(s) of the real property legally described as follows and hereafter referred to as Parcel B:

LOT 3, BLOCK 6, FISHER'S REPLAT OF BLOCKS 5 AND 6 AND PART OF TRACT H, MCCLEAN'S THIRD STREET ADDITION TO MOUNT VERNON, According to the plat thereof recorded in Volume 5 of Plats, Page 34, records of Skagit County, Washington, EXCEPT that portion conveyed to the City of Mount Vernon for street purposes under deed dated August 10, 1973, recorded September 5, 1973 under Auditor's File No. 790399, Records of Skagit County, Washington.

Owner('s)(s') Property is commonly known as:

1913 Cleveland Mount Vernon, WA 98273

- D. Grantee(s) desire(s) to acquire an easement appurtenant to Parcel B over a portion of Parcel A to be code compliant and for side yard, maintenance and repair purposes.

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 A** 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 B** contains a map illustrating the location of the Easement Area.

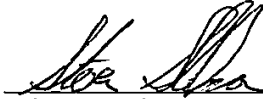
The Easement shall be appurtenant to and for the benefit of Parcel B. The Easement shall be an encumbrance on Parcel A.
2. The purpose of the Easement is to enable Grantee(s) to construct a four plex with code compliant setbacks, to create a permanent Fifteen (15) foot separation between the principal structure on Parcel A and the principal structure of Parcel B, as required by Title 17 of the MVMC, to provide access for maintenance and repair of the principal structure on Parcel B, and for no other purpose.
3. No portion of the principal structure on Parcel A shall encroach on the Easement Area. 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.
4. 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 15 day of September, 2023



Signature of Grantor



Signature of Grantor



Printed Name of Grantor

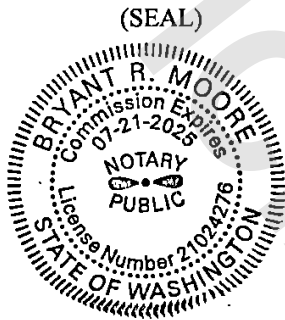


Printed Name of Grantor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Steven Shulman (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 member (type of authority, e.g., officer, trustee, etc.) of Harrison-Taylor-Blackburn, LLC (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 15 day of September, 2023.

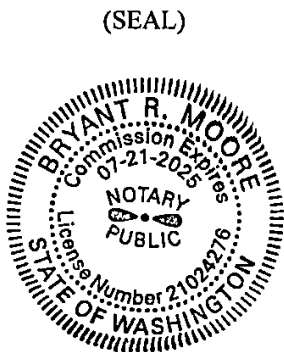


Bryant R Moore
Notary Public
Residing at SEDR0-Woolley
My appointment expires 7-21-2025

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Steven Shulman (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 Managing Member (type of authority, e.g., officer, trustee, etc.) of 1913 Cleveland LLC (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 15 day of September, 2023.



Bryant R Moore
Notary Public
Residing at SEDR0-Woolley
My appointment expires 7-21-2025

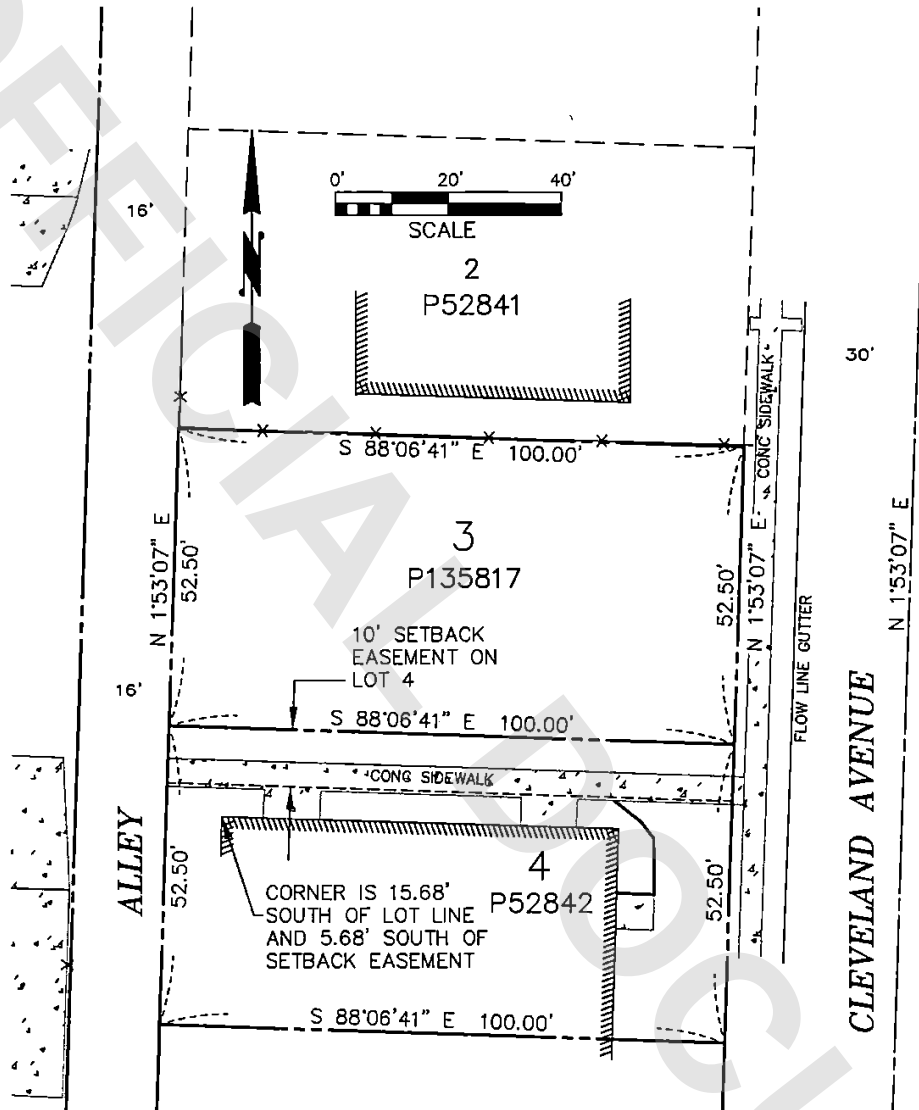
EXHIBIT A

Legal Description of Easement Area

The North 10 feet, as measured perpendicular to and parallel with the North line of LOT 4, BLOCK 6, FISHER'S REPLAT OF BLOCKS 5 AND 6 AND PART OF TRACT H, MCLEAN'S THIRD STREET ADDITION TO MOUNT VERNON, According to the plat thereof recorded in Volume 5 of Plats, Page 34, records of Skagit County, Washington, EXCEPT that portion conveyed to the City of Mount Vernon for street purposes under deed dated August 10, 1973, recorded September 5, 1973 under Auditor's File No. 790399, Records of Skagit County, Washington.

EXHIBIT B

MAP OF EASEMENT AREA



9-14-2023



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SEMRAU ENGINEERING & SURVEYING, PLLC
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING
 2118 RIVERSIDE DRIVE - SUITE 208
 MOUNT VERNON, WA 98273
 360-424-9566

DRAWING: 6040ES2.dwg

JOB NO.: 6040

DATE: 9/12/2023