

**AFTER RECORDING MAIL TO:**

Andrew Zabel  
Houlihan Law P.C.  
100 N 35<sup>th</sup> Street  
Seattle, WA 98103

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 11/19/2024

Chicago Title  
620054642

**BUILDING SETBACK EASEMENT**

Grantor: T and M CLEAR LAKE, LLC, a Washington limited company

Grantee: GM VENTURE'S CLEAR LAKE LLC, a Washington limited liability company

Grantor Parcel Abbreviated Legal Descrs.: PTN GOV LOT 3, 6-34-5

Grantee Parcel Abbreviated Legal Descrs.: PTN GOV LOT 3, 06-34-05 (30144);

Grantor Parcel No.: 30092

Grantee Parcel Nos.: 30144

THIS BUILDING SETBACK EASEMENT is entered into this 18<sup>th</sup> day of November, 2024, by and between GM Venture's Clear Lake LLC, a Washington limited liability company ("Grantee") and T and M Clear Lake LLC, a Washington limited liability company ("Grantor") with reference to the following facts:

**RECITALS:**

A. T and M Clear Lake LLC owns the real property commonly known as tax parcel number 30092 in unincorporated Skagit County, Washington, (the "Grantor Property") legally described as follows:

THE WEST 495 FEET OF LOT 3 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M.

EXCEPT ROAD;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT 295 FEET NORTH AND 221.7 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 69°22' EAST 350 FEET; THENCE NORTH 24°14' EAST 375.5 FEET; THENCE SOUTH 88°19' WEST 412 FEET; THENCE SOUTH 18°37' WEST 218.5 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. Grantee owns the real property commonly known as tax parcel number 30144, in unincorporated Skagit County, Washington (the "**Grantee Property**") legally described as follows:

THAT PORTION OF THE EAST 198 FEET OF THE WEST 693 FEET OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., LYING SOUTH OF THE SOUTHERLY AND EASTERLY BOUNDARY OF THE CLEAR LAKE RESERVOIR SITE OWNED BY SKAGIT COUNTY P.U.D. NO. 1, WHICH RESERVOIR SITE IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 295 FEET NORTH 221.7 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3; THENCE SOUTH 69 DEGREES 22' EAST 350 FEET; THENCE NORTH 24 DEGREES 14' EAST 375 FEET; THENCE SOUTH 88 DEGREES 19' WEST 412 FEET; THENCE SOUTH 18 DEGREES 37' WEST 218 FEET TO THE POINT OF BEGINNING. EXCEPT FROM SAID TRACT, THAT PORTION CONVEYED TO SKAIGT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 376999.

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C. Grantor desires to provide a setback easement to Grantee on, over, under and across Grantor's property as shown on **Exhibit A and legally described in Exhibit B** (the "Easement Area") as part of the construction of a new residential property on Grantee's Property, in exchange for good and valuable consideration of \$10.00.

#### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The foregoing recitals A through C are true and correct and are incorporated in this Agreement by this reference.
2. **Grant of Easement.** For consideration as stated herein, Grantor hereby grants, declares, conveys and reserves a non-exclusive private easement for Grantee's benefit to meet the minimum setback requirements for the Skagit County Code Section 14.16.810(5) for construction of a new residence on Grantor's property as shown on Exhibit A.

3. **Scope of Easement.** The Easement shall be for the benefit of the owner(s) of the Grantee property and is for the purposes stated in Section 2 of this Easement, specifically the minimum setback requirements of the current Skagit County Code. Grantor further covenants that it shall not construct any structure or building within the easement area for as long as a residence is present or if such construction would invalidate compliance with the Skagit County Code. The Easement includes a right of ingress and egress over and across the Easement for the purposes stated herein. The Easement shall include areas reasonably necessary for the purposes of the Easement (the "Easement Area").

4. **Maintenance.** The Grantee shall be responsible for the maintenance and repair and all costs necessary to maintain the easement area in compliance with applicable laws, rules and regulations. The owner of the Grantee property shall provide written notice to the owner of the Grantor property prior to any work done, except in the event of emergency. After any work is completed in the Easement Area, the property shall be restored to a condition as close to the prior condition as practicable.

5. **Right of Access.** In exercising the rights herein granted, the Grantor, their successors, assigns and designees may access said Easement Area provided they do not interfere with Grantee's use of the Easement Area.

6. **Construction.** All work to be performed in the Easement Area shall be in accordance with all applicable standards of governing agencies and the applicable utility purveyor and shall be completed expeditiously in a workman-like manner, free of claims and liens. Upon completing construction, maintenance replacement or repair of the utilities, the Grantee shall, solely at their own expense, remove all debris and restore the surface of the property to the condition in which it was at the commencement of such work, including restoration, by a licensed land surveyor, of any survey references or caps which were disturbed or destroyed.

7. **Maintenance; Standard of Care.** Following the construction of the residence the cost of installing, replacing, repairing or maintaining any surface covering, utility in the easement area shall be borne by the owner(s) of the Grantee property, except to the extent of any repair, maintenance or replacement resulting from any action or omissions by Grantor, their successors, assigns or third-party contractors, invitees, guests and agents. In the event the surface of the Grantor property subject to the easement is disturbed, it shall be restored to its preexisting condition.

8. **Waiver of Liability; Indemnification.** Following construction of the storm drain in the Easement Area, Grantor agrees to indemnify, defend and hold Grantee harmless from all claims, damages, losses, liens or judgments of any kind, which arise from this grant of easement and operation of the storm drain line across Grantor's Property whether caused by or arising from the acts or omissions of Grantor's agents, tenants, employees, contractors, or other invitees, including but not limited to, personal injury claims and liens.

9. **Termination.** The parties agree that this agreement shall terminate if, in the future, the residence is demolished and not rebuilt within one year of such demolition or destruction. In the event the

Skagit County Code no longer requires a setback easement, this agreement shall terminate automatically and be of no further effect.

10. **Miscellaneous.**

a. **Binding Effect.** This agreement shall be binding and inure to the benefit of the parties hereto and their respective grantees, successors, heirs, agents, assigns and all persons claiming by, through or under such parties.

b. **Applicable Law.** This agreement shall be interpreted and enforced in accordance with the laws of the state of Washington. Venue of any action to interpret or enforce this Agreement shall lie in Skagit County, Washington.

c. **Attorney's Fees.** In the event that any suit or other proceeding is instituted by either party to this agreement arising out of or pertaining to this agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. **Entire Agreement.** This agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against who enforcement of the modification is sought.

e. **Severability.** If for any reason any portion of this agreement shall be held invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this agreement and the remaining portions of this agreement shall remain in full force and effect.

The covenants contained herein shall run with the land and are binding on all subsequent owners thereto (and shall not be extinguished, terminated or revoked by creation of common ownership, boundary line adjustments , aggregation or subdivision, without written termination by the benefiting and servient parties, the owners of dominant and servient tenements, their heirs, successors or assigns.

[Signature on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of this 18<sup>th</sup> of November, 2024

**Grantor: T and M CLEAR LAKE, LLC,**

a Washington limited liability company

By:   
Its: Manager

**Grantees: GM VENTURE'S CLEAR LAKE LLC**

A Washington limited liability company

By:   
Its: Manager

STATE OF WA )  
 )  
COUNTY OF Snohomish )

ss.

I certify that I know or have satisfactory evidence that that Zachary Goodwin is the person who appeared before me, and said person acknowledged that he signed this instrument as the Manager of **T and M CLEAR LAKE, LLC** and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 11/13/2024



Summer D Stemick  
Notary Public in and for the State of WA  
Printed Name: Summer D Stemick  
Residing at: Arlington  
My appointment expires: 8/29/2026

STATE OF WA )  
 )  
COUNTY OF Snohomish )

ss.

I certify that I know or have satisfactory evidence that Zachary Goodwin is the person who appeared before me, and said person acknowledged that he signed this instrument as the Manager of **GM VENTURE'S CLEAR LAKE LLC**, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 11/13/2024



Summer D Stemick  
Notary Public in and for the State of WA  
Printed Name: Summer D Stemick  
Residing at: Arlington  
My appointment expires: 8/29/2026

**EXHIBIT A  
EASEMENT AREA**

[See following page]

**EXHIBIT B  
BUILDING SETBACK EASEMENT**

THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, THENCE NORTH 89°08'41" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3 TO THE EAST LINE OF THE WEST 495.00' OF SAID GOVERNMENT LOT 3 A DISTANCE OF 495.04; THENCE ALONG SAID EAST LINE NORTH 0°06'16" WEST 71.04 FEET TO THE POINT OF BEGINNING OF THIS AREA DESCRIPTION:

THENCE CONTINUING ALONG SAID EAST LINE NORTH 0°06'16" WEST 60.00 FEET; THENCE SOUTH 89°53'44" WEST 16.00 FEET; THENCE SOUTH 0°06'16" EAST 60.00 FEET; THENCE NORTH 89°53'44" EAST 16.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 960 SQ.FT. MORE OF LESS