



202512300070

12/30/2025 04:09 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

When recorded return to:

Craig Sjoström
1204 Cleveland Ave.
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 12.30.25

DECLARATION OF SETBACK EASEMENT

Grantor: KXA Estates LLC
Grantee: The Public
Legal Description: Parcel # 1 & ptn Parcel # 4 AFN 202107140035, being a ptn Govt Lot 8 33-36N-3EWM
(Additional Description Attached)
Assessor's Property Tax Parcel or Account Nos.: P48583; P48572
Reference #s of Documents Assigned/Released: N/A

THIS DECLARATION OF SETBACK EASEMENT is made this 30 day of December, 2025, by KXA Estates LLC, a Washington limited liability company, Declarant.

Recitals

- a. Declarant is the owner of the following described parcels of real property, lying in Skagit County, Wash.:

Parcel A:

Parcel #1 of that certain Boundary Adjustment Deed recorded under Skagit County Auditor's File No. 202104140035, as described in Exhibit "B" and depicted in Exhibit "F-2" thereof, being a portion of Govt. Lot 8, Section 33, Township 36 North, Range 3 East, W.M.

(P48572)

Parcel B:

Parcel #4 of that certain Boundary Adjustment Deed recorded under Skagit County Auditor's File No. 202104140035, as described in Exhibit "B" and depicted in Exhibit "F-2" thereof, being a portion of Govt. Lot 8, Section 33, Township 36 North, Range 3 East, W.M.

(P48583)

- d. A coffee stand is located on Parcel B. Under Skagit County Code Section 14.16.810(5), a setback easement may be granted by the adjoining property owner in lieu of a variance. The coffee stand is located approximately 2 feet from the boundary line between Parcels A & B, and in order to maintain the proper setback dimensions, a setback easement 35 feet wide over Parcel A for the benefit of Parcel B is necessary.

Grant of Easement

Now, therefore, Declarant declares as follows:

- 1. A non-exclusive, perpetual setback easement (the "easement") is hereby declared over, under, through, and across a portion of Parcel A, for the benefit of Parcel B. The area of the easement is set forth in Exhibit A.
- 2. No structures shall be placed or located within the easement area, and all future setbacks will be measured from the easement lines as herein described and not the property lines adjacent to the easement.
- 3. This instrument is binding on the parties hereto and their respective heirs, successors and assigns. The provisions of this Agreement are to be construed as covenants running with the lands herein described.
- 4. A diagram showing the approximate area of the easement is attached hereto for illustrative purposes only.

DATED December 30, 2025

KXA ESTATES LLC

By: 
Member/Manager

Bonnie Philbrick Born
(Printed Name)

STATE OF WASHINGTON)
(ss.
COUNTY OF SKAGIT)

On this 30th day of December, 2025, before me personally appeared Bonnie Philbrick Barn, to me known to be a member or manager of KXA Estates LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Candice Mae Hamilton

Notary Public in and for the State of Washington,
residing at Seahurst, WA
My commission expires 08-10-2029
Printed Name CANDICE MAE HAMILTON



EXHIBIT A***Easement Area***

That portion of Govt. Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the Northeast corner of the said Govt. Lot 8 (East ¼ corner); from which the Southeast corner of the said Section 33 bears South 0° 12' 15" West a distance of 2,654.13 feet;

thence South 89° 36' 28" West along the North line of the said Govt. Lot 8 for a distance of 296.80 feet to the Northwest corner of that certain parcel conveyed to the Herbert Adela Miller Revocable Trust by Quit Claim deed recorded under Skagit County AFN 201607080088;

thence continue 89° 36' 28" West along the said North line of Govt. Lot 8 for a distance of 135.52 feet to a point which is described on previous descriptions as being 432.3 feet West of the East line of the said Govt. Lot 8;

thence South 0° 12' 15" West parallel with the East line of the said Govt. Lot 8 for a distance of 166.00 feet;

thence North 89° 36' 28" for a distance of 110.81 feet, more or less, to a point which lies 321.50 feet West (as measured perpendicular) from the East line of the said Govt. Lot 8;

thence South 0° 12' 15" West for a distance of 156.29 feet, more or less, to the Northerly right-of-way margin of West Bow Hill Road;

thence North 82° 28' 15" East along said Northerly right-of-way margin for a distance of 45.63 feet to the TRUE POINT OF BEGINNING;

thence North 0° 12' 15" East for a distance of 106.77 feet;

thence North 89° 47' 45" East for a distance of 45.00 feet;

thence North 0° 12' 15" East for a distance of 35.00 feet;

thence South 89° 47' 45" West for a distance of 80 feet;

thence South 0° 12' 15" West for as distance of 146.27 feet, more or less, to the Northerly right-of-way margin of West Bow Hill Road at a point bearing South 82° 28' 15" West from the TRUE POINT OF BEGINNING;

thence North 82° 28' 15" East along the said Northerly right-of-way margin for a distance of 35.32 feet, more or less, to the TRUE POINT OF BEGINNING.

(Also known as Easement "A" as depicted on Exhibit "F-2" to that certain Boundary Line Adjustment Quitclaim Deed recorded under Skagit County AFN 202107140035)

