

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Jeff & Dawn Prestmo
1500A East College Way
PMB 501
Mount Vernon, WA 98273



202109240069

09/24/2021 11:14 AM Pages: 1 of 6 Fees: \$208.50
Skagit County Auditor

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <i>Dena Thompson</i> DATE <u>9.24.21</u>
--

SETBACK EASEMENT

Grantor (s): JEFFREY G. PRESTMO and DAWN M. PRESTMO,
husband and wife
Grantee (s): JEFFREY G. PRESTMO and DAWN M. PRESTMO,
husband and wife
Abbreviated Legal: Lots 8 and 9, Sunnyside Big Lake Tracts
Additional Legal on page(s): 1-2
Assessor's Tax Parcel Nos.: P69879 / 4025-000-008-0005
P69880 / 4025-000-009-0004

THIS AGREEMENT is made and entered into effective as of the 23rd day of September, 2021,
by JEFFREY G. PRESTMO and DAWN M. PRESTMO, husband and wife (hereinafter
"Grantors"), and JEFFREY G. PRESTMO and DAWN M. PRESTMO, husband and wife
(hereinafter "Grantees").

WHEREAS, GRANTORS/GRANTEES are the owners of the following described real property
located in Skagit County, Washington:

"TRACT 8"

TRACT 8, ASSESSORS PLAT OF SUNNYSIDE BIG LAKE TRACTS, SKAGIT
COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS,
PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PURPOSES OF INGRESS
AND EGRESS AND UTILITIES OVER AND ACROSS THE NORTHEASTERLY 20
FEET OF TRACTS 1 TO 19, INCLUSIVE, OF SAID PLAT.

TOGETHER WITH THAT PORTION OF THE 140 FOOT WIDE RAILROAD RIGHT
OF WAY, COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY,
RUNNING NORTHWESTERLY AND SOUTHEASTERLY THROUGH

GOVERNMENT LOT 1 OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., WHICH LIES BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF TRACT 8, ASSESSORS PLAT OF SUNNYSIDE BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTORS/GRANTEES are the owners of the following described real property located in Skagit County, Washington:

“TRACT 9”

TRACT 9, ASSESSORS PLAT OF SUNNYSIDE BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PURPOSES OF INGRESS AND EGRESS AND UTILITIES OVER AND ACROSS THE NORTHEASTERLY 20 FEET OF TRACTS 1 TO 19, INCLUSIVE, OF SAID PLAT.

TOGETHER WITH THAT PORTION OF THE 140 FOOT WIDE RAILROAD RIGHT OF WAY, COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY, RUNNING NORTHWESTERLY AND SOUTHEASTERLY THROUGH GOVERNMENT LOT 1 OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., WHICH LIES BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF TRACT 9, ASSESSORS PLAT OF SUNNYSIDE BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situate in the County of Skagit, State of Washington

GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED, JEFFREY G. PRESTMO and DAWN M. PRESTMO, husband and wife, as Grantors, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to JEFFREY G. PRESTMO and DAWN M. PRESTMO, husband and wife, as Grantees, the following described easements:

DESCRIPTION OF EASEMENTS

Setback Easements – perpetual, non-exclusive easements over, under and across both Tract 8 and

Tract 9, in areas measuring eight feet by eight feet on each Tract and abutting the common boundary line of the two Tracts, as illustrated in the attached Exhibit "A". Each eight foot by eight foot easement area shall abut the common property line, with the southerly line of the Tract 8 easement abutting the common property line and the northerly line of the Tract 9 easement abutting the common property line, both easement areas being located to the southeast of the existing garage on Tract 8 and to the northwest of the garage to be built on Tract 9. The easements are for the purpose of defining an area for construction, repair and maintenance of a retaining wall that will span both Tracts and which will be located in both easement areas. The easements are for the further purpose of providing an area that will remain unimproved, with the exception of the retaining wall, sufficient to comply with setbacks from the common property line required by Skagit County Code.

Maintenance Easements - perpetual, non-exclusive easements over, under and across both Tract 8 and Tract 9, in the areas described above for the Setback Easements for the purpose of construction, repair, maintenance and replacement of a retaining wall and related improvements.

GENERAL PROVISIONS

Grantees hereby agree to indemnify and hold harmless Grantors, and their successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the easements by Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the easement areas arises out of or is in any way related to Grantee and/or these easements.

Neither Grantors nor Grantees shall have any obligation to maintain the easement areas or any improvements thereon.

In the event that either Grantors or Grantees cause identifiable damage to the retaining wall, related improvements and/or the easement areas, then the damaging party, at the damaging party's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the easement areas in as good or better condition as it was in prior to the damage.

The benefits, burdens, and covenants of the easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantees' 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, and their respective heirs, successors or assigns.

These easements shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

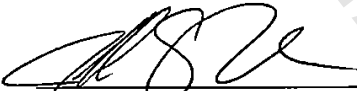
These easements may not be modified or amended except by written agreement signed and acknowledged by all parties.

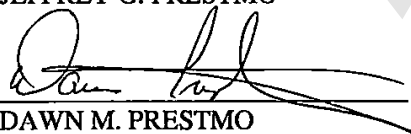
Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

The parties hereto hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

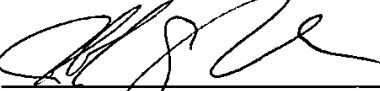
GRANTORS




JEFFREY G. PRESTMO


DAWN M. PRESTMO

GRANTEES

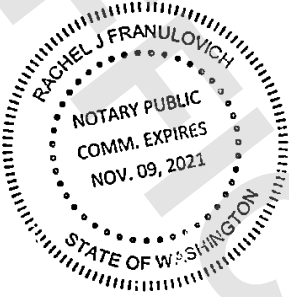


JEFFREY G. PRESTMO


DAWN M. PRESTMO

State of Washington)
) ss
County of Skagit)

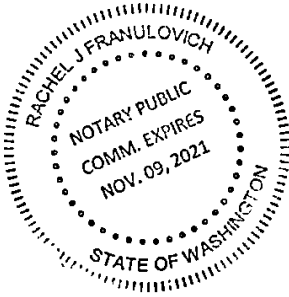
I certify that I know or have satisfactory evidence that JEFFREY G. PRESTMO is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: September 23, 2021
[Signature]
(Signature)
NOTARY PUBLIC
RACHEL FRANULOVICH
Print Name of Notary
My appointment expires: 11-09-2021

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that DAWN M. PRESTMO is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: September 23, 2021
[Signature]
(Signature)
NOTARY PUBLIC
RACHEL FRANULOVICH
Print Name of Notary
My appointment expires: 11-09-2021

