

After Recording Return to:
Jack R. Wallace
P.O. Box 372
Burlington, WA 98233



199912070064

Kathy Hill, Skagit County Auditor
12/7/1999 Page 1 of 8 3:24:41PM

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KATHY HILL
SKAGIT COUNTY AUDITOR

'99 MAR 12 P3:35

RECORDED _____ FILED _____
REQUEST OF _____

NON-EXCLUSIVE EASEMENT AGREEMENT

(For Ingress, Egress, Utilities and Parking)

ISLAND TITLE CO.

Grantor(s): Hilda Rodriguez, a single person
Andres & Elia Rodriguez, H & W
Grantee(s): Kurt Van Burkleo & Janelle Van Burkleo, H & W
Abbreviated Legal Description: PTN. SE, SE SEC.31, T35N, R4E

QB-1894 ✓

Additional legal description on page _____ of document.

Assessor's Tax Parcel Number(s): 3867-000-050-2600

THIS Non-Exclusive Easement Agreement ("Agreement") is made this 24TH day of NOVEMBER, 1998, by and among HILDA RODRIGUEZ, a single woman, and ANDRES RODRIGUEZ and ELIA RODRIGUEZ, husband and wife (collectively "Grantor"), and KURT VAN BURKLEO and JANELLE VAN BURKLEO, husband and wife (collectively "Grantee").

R E C I T A L S

A. Grantor is the owner is a restaurant commonly known as "El Casador II," located in Burlington, Skagit County, Washington, legally described on Exhibit "A," attached hereto and incorporated herein by this reference ("Grantor's Property").

B. Grantee's corporation (B.A.K. Distributing, Inc.) is the owner of a car wash and express lube commonly known as "Kwik N Kleen Car Wash and Express Lube," located in Burlington, Skagit County, Washington, legally described on Exhibit "B," attached hereto and incorporated herein by this reference ("Grantee's Property"). ***RE-RECORD TO ADD EXHIBITS A, B, & D***

C. Grantor has purchased from Grantee a strip of land formerly owned by Burlington Northern Sante Fe Railroad adjacent to and north of Grantor's restaurant property and Grantee's property. Said strip is legally described on Exhibit "C" and shall be referred to herein as the "Railroad Property."

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D. Grantor has agreed to grant Grantee a non-exclusive easement for parking, ingress, egress, access, and utilities over, under, and across the Railroad Property.

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Grantor hereby grants to Grantee, their heirs, successors and assigns, a perpetual, non-exclusive easement for parking, ingress, egress, access, and utilities over, under, and across the property described on Exhibit "C," attached hereto, and as shown on the sketch attached as Exhibit "D," attached hereto (hereinafter the "easement").

2. The cost of maintaining the parking area, including restriping and resurfacing, will be borne by Grantor, except where damage is caused by Grantee in connection with the installation, repair, and/or replacement of utilities installed underground. Grantor covenants to keep the parking area in good condition and repair, and covenants not to block the easement except by allowing restaurant customers to park in parking spaces shown on the sketch attached as Exhibit "D."

3. The parties to this agreement covenant and agree not to block or restrict access to the easement or to damage utility lines installed in the easement by either party. This easement shall include access to the easement area for maintenance, repair, and/or replacement of utility lines. The parties covenant that parking shall only be allowed in the area outlined on the sketch attached as Exhibit "D."

4. This agreement shall be construed according to the laws of the State of Washington. Venue of any action to enforce this agreement shall be laid in Skagit County, Washington. The prevailing party in any litigation concerning this easement shall be entitled to their reasonable attorney's fees and costs. This easement agreement shall be specifically enforceable as well as enforceable by way of an action at law for damages.

5. The benefits, burdens and covenants of the easement granted herein shall be deemed to run with the land and bind Grantor's Property and Grantee's Property, Grantor and Grantee, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and/or their respective heirs, successors and assigns.



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6. There are no verbal or other agreements which may modify or affect this easement agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

7. This easement was granted to induce Grantee to sell the premises to Grantor. No monetary consideration shall be paid for this easement. Accordingly, no excise tax is or shall be due.

8. This agreement has been executed duly by the parties and each executed copy thereof shall be considered an original.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 12 1999

Amount Paid \$ 0
Skagit County Treasurer
By: Deputy

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 7 1999

Amount Paid \$ 0
Skagit County Treasurer
By: Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

Hilda Rodriguez
Hilda Rodriguez, Grantor

Andres Rodriguez
Andres Rodriguez, Grantor

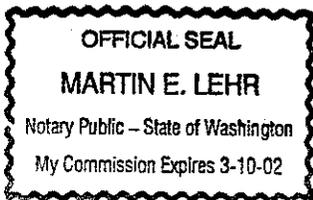
Elia Rodriguez
Elia Rodriguez, Grantor

Kurt Van Burkleo
Kurt Van Burkleo, Grantee

Janelle Van Burkleo
Janelle Van Burkleo, Grantee

I certify that I know or have satisfactory evidence that HILDA RODRIGUEZ, a single woman, is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 9th, 1998.



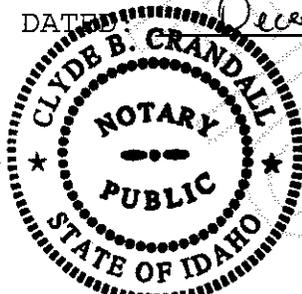
Martin E. Lehr
NOTARY PUBLIC
MARTIN E. LEHR
(Print or Type Name of Notary)
My Appointment Expires 3-10-02



STATE OF WASHINGTON)
COUNTY OF SKAGIT ADA)

I certify that I know or have satisfactory evidence that **ANDRES RODRIGUEZ** and **ELIA RODRIGUEZ**, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATE December 14, 1998.

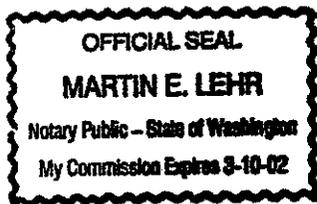


Clyde B Crandall
NOTARY PUBLIC
Clyde B Crandall
(Print or Type Name of Notary)
My Appointment Expires 10-13-2001

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **KURT VAN BURKLEO** and **JANELLE VAN BURKLEO**, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 24th, 1998.



Martin E Lehr
NOTARY PUBLIC
MARTIN E LEHR
(Print or Type Name of Notary)
My Appointment Expires 3-10-02



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Kathy Hill, Skagit County Auditor

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EXHIBIT "A"

EL CASADOR II LEGAL DESCRIPTION

Tract "A" of City of Burlington Short Plat No. 1-88, approved May 4, 1988, and recorded May 5, 1988, under Auditor's File No. 8805050064 in Book 8 of Short Plats, page 35, records of Skagit County, Washington.

TOGETHER WITH a 24 foot wide easement for ingress and egress as delineated on the face of the Short Plat, over and across a portion of Tract "B", all of the above being a portion of Tract 50, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.



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EXHIBIT "B"

Kwik N Kleen Legal Description

Tract B of CITY OF BURLINGTON SHORT PLAT NO. 1-88 as approved May 4, 1988, and recorded May 5, 1988, in Volume 8 of Short Plats, page 35, under Auditor's File No. 8805050064, records of Skagit County, Washington; being a portion of Tract 50, Plat of Burlington Acreage Property, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situated in Skagit County, Washington.

The Southeasterly 25.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100.0 foot wide Burlington to Anacortes, Washington Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W. M., Skagit County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the East by the Westerly line of Burlington Boulevard (State Route No. 20), and bounded on the West by a line drawn parallel with and distant 330.0 feet West, as measured at right angles from the East line of said Section 31, also being the West City Limits of the City of Burlington, Washington.

The Southeasterly 25.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100.0 foot wide Burlington to Anacortes, Washington Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W. M., Skagit County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the East by a line drawn parallel with and distant 330.0 feet West, as measured at right angles from the East line of said Section 31, being the West City Limits of the City of Burlington, Washington, and bounded on the Southwest by a line drawn at right angles to said Main Track centerline distant 93.91 feet Southwesterly, as measured along a line drawn parallel with and distant 25.0 feet Southeasterly, as measured at right angles from said Main Track centerline from said West City Limits of the City of Burlington, Washington.



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EXHIBIT "C"

The Southeasterly 25.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100.0 foot wide Burlington to Anacortes, Washington Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 35 North, Range 4 East, W. M., Skagit County, Washington, lying between two lines drawn parallel with and distant, respectively, 25.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the East by the Westerly line of Burlington Boulevard (State Route No. 20), and bounded on the West by a line drawn parallel with and distant 330.0 feet West, as measured at right angles from the East line of said Section 31, also being the West City Limits of the City of Burlington, Washington.

BNSF 00508 Burlington, WA

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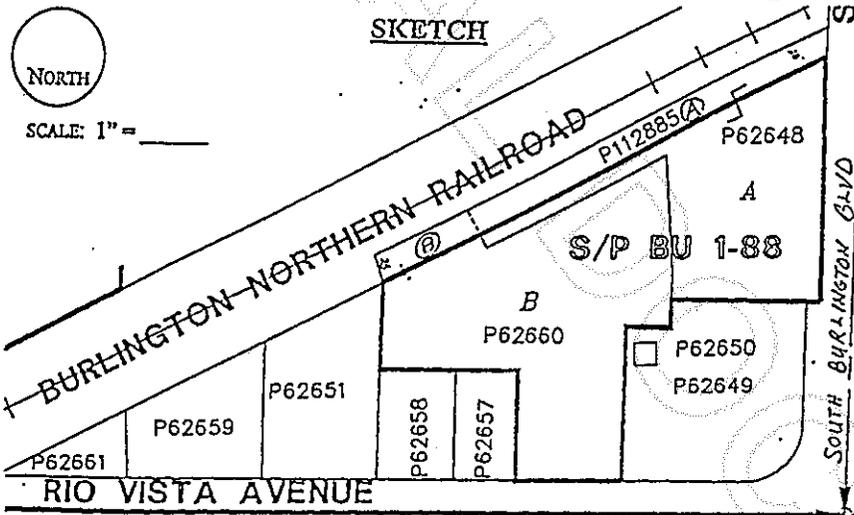
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EXHIBIT "D"



SHOW A SCALED DRAWING THAT INCLUDES DIMENSIONS OF ALL PROPERTIES AND THE PROPOSED NEW BOUNDARY LINE. ALSO SHOW ANY EXISTING EASEMENTS, STRUCTURES, SEPTIC TANK DRAINFIELD OR SEWER LINES WITH DIMENSIONS TO PROPERTY LINES. IDENTIFY LOTS AS "LOT A", "LOT B", ETC., AND SECTION, TOWNSHIP AND RANGE.

