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Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.

115836

Return to: David D. Lowell
P.O. Box 1346
Burlington, WA 98233

DOCUMENT TITLE: Cross Easement Agreement

GRANTORS: Lawrence H. Nalbach

GRANTEES: Josephine Braddock and Adam Braddock

ABBREVIATED LEGAL DESCRIPTION: Ptn. of SE $\frac{1}{4}$ of Section 32, Twp. 35N, Rng. 04E, W.M.

ASSESSOR'S PARCEL/TAX ID NUMBER: P71610, P71625 and P71624

When Recorded Return to:
David D. Lowell
P.O. Box 1346
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 09 2018

CROSS EASEMENT AGREEMENT

GRANTOR: Lawrence H. Nalbach
GRANTEE: Josephine Braddock and Adam Braddock

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

ABBREVIATED LEGAL DESCRIPTION: Ptn. of SE ¼ of Section 32, Twp. 35N, Rng. 04E, W.M.

ASSESSOR'S PARCEL/TAX ID NUMBER: P71610, P71625 and P71624

RECITALS:

- A. The party and future parties to this Cross Easement Agreement:
- i. Lawrence H. Nalbach, an unmarried individual, is the owner of property described in the accompanying **Exhibit A**, that bears Skagit County Assessor's parcel numbers: P71610, P71625 and P71624.
 - ii. Once Lawrence H. Nalbach conveys parcel P71624 its new owner (Josephine Braddock and Adam Braddock) will be party to this Easement Agreement.
- B. The purpose of this easement agreement is to provide a 24-foot easement for ingress, egress, and utilities over, across and under said 24-foot easement strip described in the accompanying **Exhibit B**, for the benefit of both properties described in the accompanying **Exhibit A**, upon the terms and conditions set forth in this Cross Easement Agreement, hereinafter also referred to as 'Easement' or 'Easement Agreement'.
- C. This easement is being created because Lawrence H. Nalbach intends to sell a portion of his property identified by the Skagit County Assessor as parcel P71624 and a condition of this sale is that this access and utility easement be created to benefit the property described in the accompanying **Exhibit A**.

EASEMENT AGREEMENT:

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which consideration is hereby acknowledged, effective as of the date written below, the Lawrence H. Nalbach agrees as follows:

The Recitals set forth above are hereby fully incorporated herein by this reference.

1. Grant of Easement:

- a. Lawrence H. Nalbach, who is both the Grantor and Grantee, hereby grants and conveys a perpetual, non-exclusive easement for ingress, egress, and utilities over, across and through the portions of his property that is described on the attached **Exhibit B**.

2. Use, Maintenance and Repair of Easement Area:

- a. The parties to this easement may not unreasonably interfere with the use of the easement for ingress, egress, and utilities.
 - b. The parties shall, at their sole cost and expense, have the obligation to maintain the road and all other improvements located within the easement area (described in the accompanying **Exhibit B**).
 - c. Either party can elect to complete road and/or utility improvements within the easement area, at their sole expense. The party completing such work shall provide notice to the other party of the type and extent of the improvements and an estimate construction schedule no less than 30-days prior to commencing construction activities. However, when either party elects to complete road and/or utility work within the easement area they shall use reasonable efforts to complete all work as soon as practicable and to reasonably minimize interfering with the other parties' use of the easement area.
 - d. Either party can elect to complete maintenance work within the easement area, at their sole expense, without having to provide notice to the other party. However, when either party elects to complete maintenance work within the easement area they shall use reasonable efforts to complete all work as soon as practicable and to reasonably minimize interfering with the other parties' use of the easement area.
 - e. Each party shall repair any damage beyond normal wear and tear which they cause to the roadway, the cost of which shall be their sole responsibility, during the term of this easement. All repair work shall be completed by the responsible party as soon as practicable.
 - f. The failure of a party to this Easement to insist upon the performance of any of the terms and conditions of this Easement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force as if no such forbearance or waiver had occurred.
 - g. The parties shall be held harmless from and against all claims for damages arising out of the use of the easement granted herein.
- 3. Duration.** This Easement Agreement shall be perpetual in duration and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Cross Easement Agreement.

4. **Governing Law and Venue.** This Cross Easement Agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this agreement shall be in Skagit County, State of Washington.
5. **Severability.** Should any term or provision of this Cross Easement Agreement, as set forth herein, be found to be void or unenforceable by a court of competent jurisdictions, all other terms and provisions of this agreement shall remain enforceable, binding, and in full force and effect.
6. **Additional term (parking issue):** All parties mutually agree that the easement area is a dedicated driveway and it is mandated that it is a "non-parking" area which is to be honored by both parcels. Further, any loading and/or unloading should be performed in less than one (1) hour; any loading and/or unloading that takes more than one (1) hour requires twenty-four (24) hours to all tenants.

IN WITNESSETH WHEREOF, Lawrence H. Nalbach and Josephine Braddock and Adam Braddock executed this easement agreement as of the date written below.

Dated this 4TH day of MAY 2018

Lawrence H Nalbach
Lawrence H. Nalbach

Josephine Braddock
Josephine Braddock

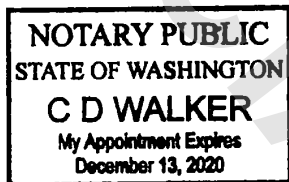
Adam Braddock
Adam Braddock

STATE OF WASHINGTON }
COUNTY OF Snohomish } ss.

I certify that I know or have satisfactory evidence that Lawrence H. Nalbach is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the LAURENCE H Nalbach to be the free and voluntary act and deed of said LAURENCE H Nalbach, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of MAY, 2018.

(SEAL)



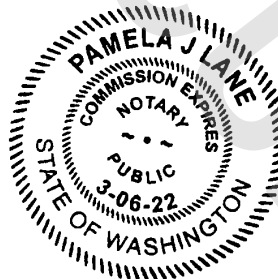
C D Walker
Notary Public C. D. WALKER
Residing at Sedro Woolley, WA. 98284
My appointment expires 12.13.20

STATE OF WASHINGTON }
COUNTY OF Snohomish } ss.

I certify that I know or have satisfactory evidence that Josephine + Adam Braddock is the person who appeared before me, and said person acknowledged that ^{they were} ~~he~~ signed this instrument, on oath stated that ~~he~~ ^{they} was authorized to execute the instrument and acknowledged it as the individuals to be the free and voluntary act and deed of said individuals, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of May, 2018.

(SEAL) Pamela J Lane
Notary Public
Residing at Mukilteo
My appointment expires 3-6-2022



ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF: Washington
COUNTY OF: Skagit

On this 4th day of May, 2018, before me,
C.D. WALKER, a Notary

Public, personally appeared

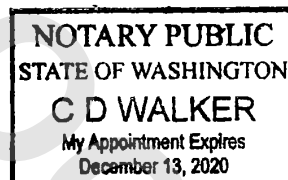
LAWRENCE H. Nalbach

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

(Seal)

Signature: C.D. Walker
Printed Name: C.D. WALKER
My commission expires: 12.13.20



Description of attached document:

Title or type of document: Cross Easement Agreement

Document date: 5.4.18 Number of pages: EIGHT

Signers other than the names above: -NONE-

EXHIBIT A

PARCEL 'A'

Lots 1 and 2, Block 47, "Amended Plat of Burlington, Skagit County, Wash", as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL 'B'

Lots 6 to 8, Block 48, "Amended Plat of Burlington, Skagit County, Wash", as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL 'C'

Lot 9, Block 48, "Amended Plat of Burlington, Skagit County, Wash", as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

EXHIBIT B

This Easement Agreement is created over, across and under the following described area:

The East 12 feet of Lot 9, Block 48, "Amended Plat of Burlington, Skagit County Wash.", as per plat recorded in Volume 3 of plats, Page 17, Records of Skagit County, Washington; together with the West 12 feet of Lot 8, Block 48, "Amended Plat of Burlington, Skagit County Wash.", as per plat recorded in Volume 3 of plats, Page 17, Records of Skagit County, Washington.

A map of the above described Lots is shown on a Record of Survey recorded under Skagit County Auditor's File Number: 201710030038.