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Skagit County Auditor

AFTER RECORDING, RETURN TO:

Shultz Law Offices PLLC
317 S 2nd Street, Suite 101
Mount Vernon, WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u><i>Dena Thompson</i></u>
DATE <u>10-21-21</u>

DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

GRANTORS: BRIAN K. HAMMER and NANCY L. HAMMER,
husband and wife;

GRANTEES: BRIAN K. HAMMER and NANCY L. HAMMER,
husband and wife;

LEGAL DESCRIPTION: A portion of Moore’s Garden Plat, Lots 10 and 11,
according to the Plat recorded in Volume 7 of Plats, Page
10, Records of Skagit County, Washington.
See below for full legal descriptions.

ASSESSOR'S PROPERTY
TAX PARCEL NOS: P67540 (Xref 3958-000-010-0004), and
P67541 (Xref 3958-000-011-0003)

THIS AGREEMENT is made this 21st day of October, 2021, by and between BRIAN K HAMMER and NANCY L HAMMER, husband and wife (“Grantors”), and BRIAN K HAMMER and NANCY L HAMMER, husband and wife (“Grantees”).

RECITALS

WHEREAS, Brian K. Hammer and Nancy L. Hammer are the sole owners of real property located at 18091 Moore’s Garden Road (“Lot 10”) as described in a Deed recorded under Skagit County Auditor’s File No. 200803060103, recorded March 6, 2008, in Skagit County, Washington (P67540);

WHEREAS, Brian K. Hammer and Nancy L. Hammer are the sole owners of real property located at 18087 Moore's Garden Road ("Lot 11") as described in a Deed recorded under Skagit County Auditor's File No. 200803060101, recorded March 6, 2008, in Skagit County, Washington (P67541);

WHEREAS, Brian K. Hammer and Nancy L. Hammer desire to create, grant, and convey for the benefit of Lot 11, a non-exclusive right, privilege and authority to access, use, traverse, and improve/maintain a portion of Lot 10, to be used as a shared driveway for purposes of ingress and egress to said Lot 11 ("Lot 10 Easement");

WHEREAS, Brian K. Hammer and Nancy L. Hammer desire to create, grant and convey for the benefit of Lot 10 a non-exclusive right, privilege and authority to access, use, traverse, and improve/maintain a portion of Lot 11, to be used as a shared driveway for purposes of ingress and egress to said Lot 10 ("Lot 11 Easement"); and

WHEREAS, Brian K. Hammer and Nancy L. Hammer, as Grantors, desire to convey and grant to themselves, as Grantees, and for the benefit of their heirs, successors, and assigns said Lot 10 Easement and Lot 11 Easement to be used and maintained as a shared driveway as described below.

The parties covenant and agree as follows:

1. Lot 10 Easement. Grantors hereby convey and quit claim to themselves as Grantees, their heirs, successors, and assigns, an Easement for the non-exclusive right, privilege and authority to access, use, traverse, and improve/maintain a portion of Lot 10, to be used as a shared driveway for purposes of ingress and egress to contiguous Lot 11. Said Easement is legally described as follows:

A 170-foot long non-exclusive easement for ingress and egress commencing at the Southwesterly corner of and over and across the Western-most 10 feet of Lot 10, MOORE'S GARDEN PLAT, according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

2. Lot 11 Easement. Grantors hereby convey and quit claim to themselves as Grantees, their heirs, successors, and assigns, an Easement for the non-exclusive right, privilege and authority to access, use, traverse, and improve/maintain a portion of Lot 11, to be used as a shared driveway for purposes of ingress and egress to contiguous Lot 10. Said Easement is legally described as follows:

A 170-foot long non-exclusive easement for ingress and egress commencing at the Southeasterly corner of and over and across the Eastern-most 10 feet of Lot 11, MOORE'S GARDEN PLAT, according to the plat recorded in Volume 7 of Plats, page 11, records of Skagit County, Washington. Situate in the County of

Skagit, State of Washington.

3. Construction, Maintenance and Operation. The maintenance and improvement of the Lot 10 Easement and Lot 11 Easement shall be the joint responsibility of and shall be borne equally by both Grantees and Grantors, their heirs, successors, and assigns. If at any time the Grantors or Grantees propose changes or improvements to the existing driveway or addition or improvement of any new driveway surface within the boundaries of the Easement, such changes, improvements, or additions shall be constructed or implemented only upon joint consent of both Grantors and Grantees, their heirs, successors, and assigns, and all required permits shall be signed jointly by Grantors and Grantees, their heirs, successors, and assigns, and submitted accordingly to Skagit County Planning and Development or other appropriate permitting authority.

4. Term of Easement. The Lot 10 Easement and Lot 11 Easement shall be perpetual and are intended to run with the land. This Agreement is binding upon, and inures to the benefit of the undersigned parties and their respective successors and assigns.

5. Consideration. The consideration for this Driveway Easement and Maintenance Agreement shall be the mutually beneficial terms and conditions identified herein.

GRANTORS: By: 
BRIAN K. HAMMER, Husband

By: 
NANCY L. HAMMER, Wife

GRANTEES: By: 
BRIAN K. HAMMER, Husband

By: 
NANCY L. HAMMER, Wife

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

On this 21st day of October, 2021, before me personally appeared BRIAN K. HAMMER (as both Grantor/Grantee), to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Signature: [Handwritten Signature]
Print Name: Erika E. Strickler
Notary Public for Washington
Residing in: Blaine
My Appointment Expires: 12/11/2024

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

On this 21st day of October, 2021, before me personally appeared NANCY L. HAMMER (as both Grantor/Grantee), to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Signature: [Handwritten Signature]
Print Name: Erika E. Strickler
Notary Public for Washington
Residing in: Blaine
My Appointment Expires: 12/11/2024