

Exhibit K
To the Staff Report to
the Hearing Examiner



201512010096

Skagit County Auditor

12/1/2015 Page

1 of

8

1:54PM

\$80.00

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

DOCUMENT TITLE: Cross Easement Agreement

GRANTORS: Neal Prather and Mary E. Bess-Prather (Husband and Wife) and George and Joleen Sloniker (Husband and Wife)

GRANTEES: George and Joleen Sloniker (Husband and Wife) and Neal Prather and Mary E. Bess-Prather (Husband and Wife)

ABBREVIATED LEGAL DESCRIPTION: Ptn of SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 13, Twp. 35N, Rng. 04E, W.M.

ASSESSOR'S PARCEL/TAX ID NUMBER: P36405 and P36409

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

CROSS EASEMENT AGREEMENT

GRANTORS: Neal Prather and Mary E. Bess-Prather (Husband and Wife) and George and Joleen Sloniker (Husband and Wife)

GRANTEES: George and Joleen Sloniker (Husband and Wife) and Neal Prather and Mary E. Bess-Prather (Husband and Wife)

ABBREVIATED LEGAL DESCRIPTION: Ptn of SE ¼ of the NE ¼ Section 13, Twp. 35N, Rng. 04E, W.M.

ASSESSOR'S PARCEL/TAX ID NUMBER: P36405 and P36409

RECITALS:

A. Parties to this Cross Easement Agreement:

- i. Neal Prather and his wife Mary E. Bess-Prather are the owners of property described in the accompanying **Exhibit A**, that bears Skagit County Assessor's parcel number: P36405, and has an address of: 720 Shoeshel Drive; and,
- ii. George and Joleen Sloniker are the owners of property described in the accompanying **Exhibit B** that bears Skagit County Assessor's parcel number: P36409, that has a property address of: 723 Shoeshel Drive

B. The purpose of this easement agreement is to provide a 30-foot easement for the benefit of the parties for ingress, egress, and utilities over, across and under said 30-foot easement strip described and mapped in the accompanying **Exhibits C and D**, for the benefit of both properties described in the accompanying **Exhibits A and B**, upon the terms and conditions set forth in this Cross Easement Agreement, hereinafter also referred to as 'Easement' or 'Easement Agreement'.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 01 2015

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

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 parties agree as follows:


1. The Recitals set forth above are hereby fully incorporated herein by this reference.
2. **Grant of Easement:**
 - a. The Grantors, Neal Prather and Mary E. Bess-Prather, do hereby grant and convey to the Grantees, George and Joleen Sloniker, a perpetual, non-exclusive easement for ingress, egress, and utilities over, across and through the portions of their property that is described within the attached **Exhibit C**, and mapped on the attached **Exhibit D**.
 - b. The Grantors, George and Joleen Sloniker, do hereby grant and convey to the Grantees, Neal Prather and Mary E. Bess-Prather, a perpetual, non-exclusive easement for ingress, egress, and utilities over, across and through the portions of their property that is described within the attached **Exhibit C**, and mapped on the attached **Exhibit D**.
3. **Use, Maintenance and Repair of Easement Area:**
 - a. Neither of the parties may unreasonably interfere with the use of the easement for ingress, egress, and utilities by the other.
 - b. Each party shall, at their sole cost and expense, have the obligation to maintain the road and all other improvement located within the easement area (described and mapped in the accompanying **Exhibits C and D**).
 - c. 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.
 - d. 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.
4. 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.
5. The Grantees shall hold the Grantors harmless from and against all claims for damages arising out of the use of the easement granted herein.
6. **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.
7. **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.

8. **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.

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

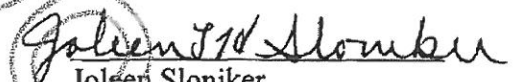
IN WITNESSETH WHEREOF, the parties here have executed this easement for access and utilities as of the date written below.

Dated this 4 day of NOV, 2015


Neal Prather


Mary E. Bess-Prather

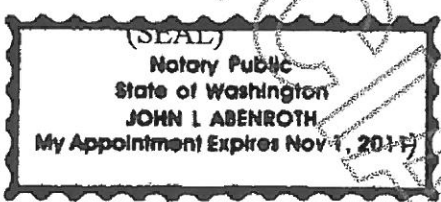

George Sloniker


Joleen Sloniker

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Neal Prather 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 for himself Neal Prather to be the free and voluntary act and deed of said Neal Prather, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of NOV, 2015.

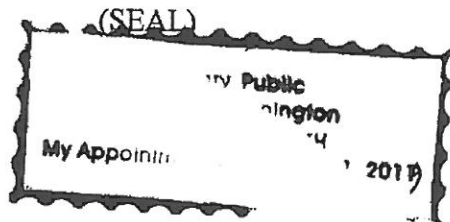


[Signature]
Notary Public
Residing at Burlington
My appointment expires 11/1/17

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Mary E Bess Prather 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 for herself Mary E. Bess Prather to be the free and voluntary act and deed of said Mary E. Bess Prather, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of NOV, 2015.

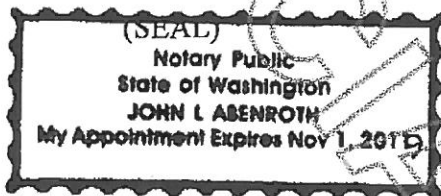


[Signature]
Notary Public
Residing at Burlington
My appointment expires 11/1/17

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that George Stoniker 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 For himself to be the free and voluntary act and deed of said George Stoniker, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of NOV, 2015.

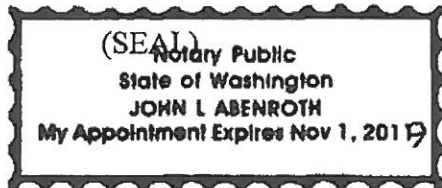


[Signature]
Notary Public
Residing at Burlington
My appointment expires 11/1/15

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Joleen Stoniker 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 For herself to be the free and voluntary act and deed of said Joleen Stoniker for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of NOV, 2015.



[Signature]
Notary Public
Residing at Burlington
My appointment expires 11/1/15

Skagit Surveyors and Engineers

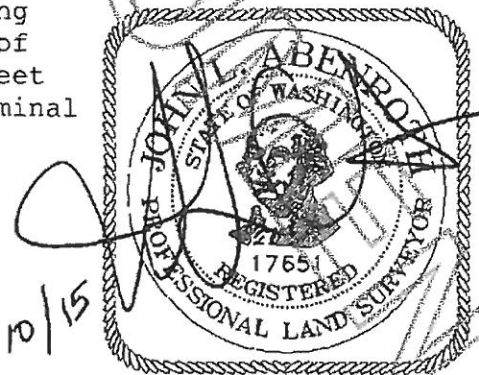
806 Metcalf St. Sedro-Woolley, WA 98284
360.855.2121 360.855.1658(f)
www.sseconsultants.com

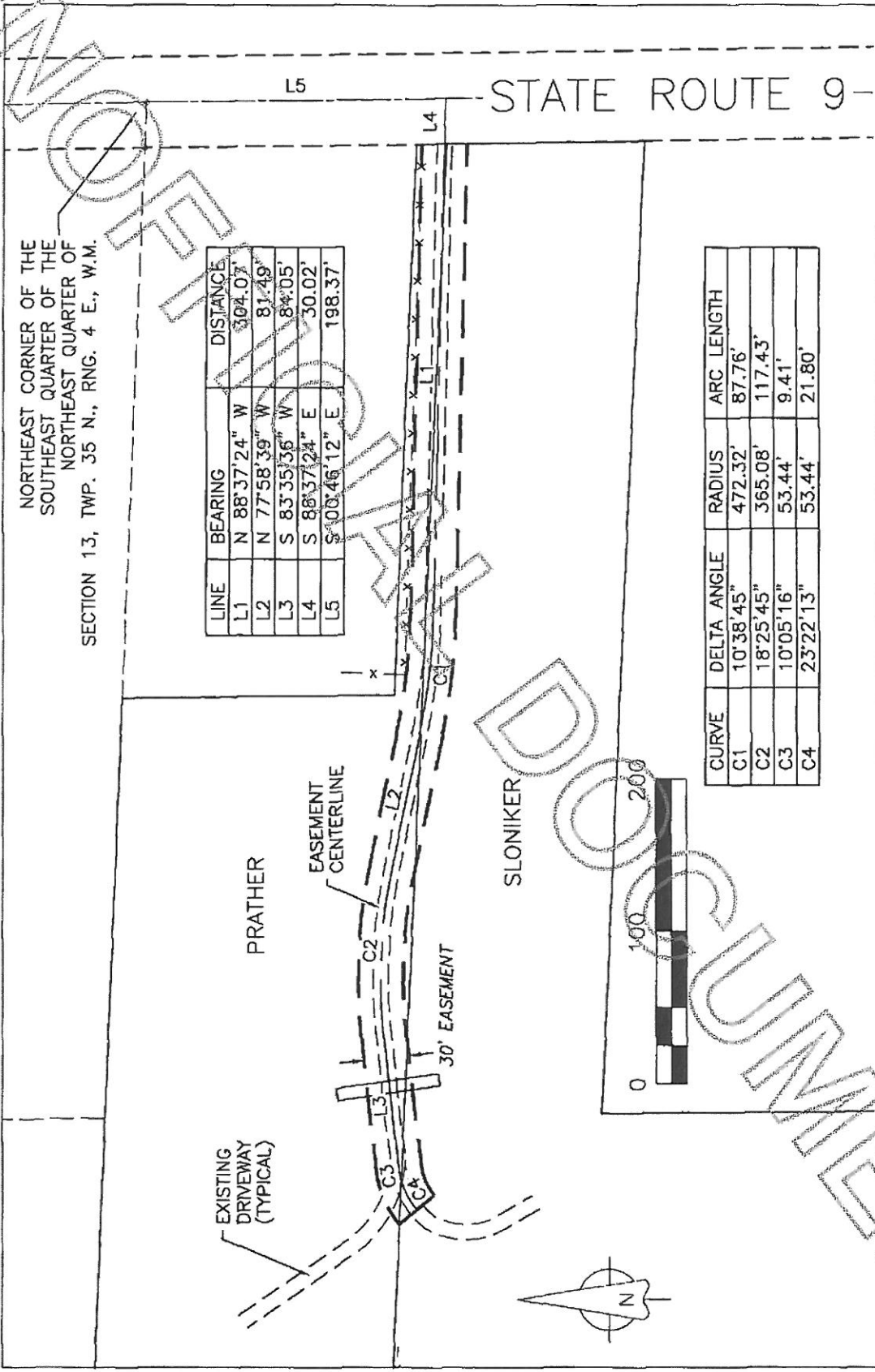
LEGAL DESCRIPTION
FOR
NEAL PRATHER
OF
30' ACCESS EASEMENT

February 18, 2015

An easement for ingress egress and utilities over, under, and through a 30 foot wide strip of land, the centerline of which is described as:

Commencing at the northeast corner of the southeast quarter of the northeast quarter of Section 13, Township 35 N., Range 4 E., W.M.; thence S 00°46'12" E, along the east line of said subdivision, a distance of 198.37 feet; thence N 88°37'24" W, a distance of 30.02 feet to the westerly right of way line of State Route 9 and the initial point of this centerline description; thence N 88°37'24" W, a distance of 304.07 feet to the point of curvature of a curve to the right having a radius of 472.32 feet; thence westerly along said curve through an arc length of 87.76 feet and a central angle of 10°38'45"; thence N 77°58'39" W, a distance of 81.49 feet to the point of curvature of a curve to the left having radius of 365.08 feet; thence westerly along said curve through an arc length of 117.43 feet and a central angle of 18°25'45"; thence S 83°35'36" W, a distance of 84.05 feet to the point of curvature of a curve to the left having a radius of 53.44 feet; thence southwesterly along said curve through an arc length of 9.41 feet and a central angle of 10°05'16" to a point on the boundary line between the Neal Prather parcel and the George Sloniker parcel; thence continuing along said curve to the left with a radius of 53.44 feet through an arc length of 21.80 feet and a central angle of 23°22'13" to the terminal point of this centerline description.





NORTHEAST CORNER OF THE
SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF
SECTION 13, TWP. 35 N., RNC. 4 E., W.M.

LINE	BEARING	DISTANCE
L1	N 88°37'24" W	304.03'
L2	N 77°58'39" W	81.49'
L3	S 83°35'36" W	84.05'
L4	S 88°37'24" E	30.02'
L5	S 00°46'12" E	198.37'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	10°38'45"	472.32'	87.76'
C2	18°25'45"	365.08'	117.43'
C3	10°05'16"	53.44'	9.41'
C4	23°22'13"	53.44'	21.80'

EASEMENT SKETCH FOR
NEAL PRATHER

Skagit Surveyors and Engineers

806 Metcalf St., Sedro-Woolley, WA 98284 360.855.2121

JN 214093
17 FEB 15

Exhibit D



200511070077
Skagit County Auditor

11/7/2005 Page 1 of 5 11:03AM

RETURN TO:

CITY OF SEDRO-WOOLLEY PLANNING, BUILDING & ENGINEERING DEPARTMENT
720 MURDOCK STREET
SEDRO-WOOLLEY, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

AGREEMENT REGARDING ACCESSORY STRUCTURE FOR ADULT CARE FACILITY AND SCHOOL IMPACT FEES FOR PLANNED FACULTIES

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

1. Prather, Neal E. and Bess-Prather, Mary E., husband and wife
- 2.

GRANTEE(S) (Last name, first name and initials):

1. City of Sedro-Woolley
2. Sedro-Woolley School District No. 101

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

Ptn of N ½ of N ½ of SE ¼ of NE ¼ of Section 13, Twp 35 N, R 4 E W.M., Skagit County, Washington

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 350413-1-002-0006 (P36405)

AGREEMENT REGARDING ACCESSORY STRUCTURE FOR ADULT CARE FACILITY
AND SCHOOL IMPACT FEES FOR PLANNED FACILITIES

1. Parties. The parties to this agreement are:
 - a. Neal E. Prather and Mary E. Bess-Prather, husband and wife.
 - b. The City of Sedro-Woolley, a Washington Municipal Corporation.
2. Real Property. This agreement concerns real property owned by Neal E. Prather and Mary E. Bess-Prather, situated in Sedro-Woolley, Skagit County, Washington, legally described as follows.

The North ½ of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 13, Township 35 N., Range 4 E., Except the South 130 feet thereof, Except road and Except the North 180 feet of the East 360 feet of that portion thereof lying west up Hwy 9, formerly 1-A.

Tax Parcel No. 350413-1-002-0006 (P36405)

3. Mobile Home. City of Sedro-Woolley Municipal Code; Section 17.08.010 permits only one (1) single family residence per lot on the above described real property and a variance from this requirement is not allowed. However, the single residence on the premises is being used as an adult care facility, which is a permitted use in this property. The Prathers may place a mobile home or manufactured home on the property for their personal use, as an accessory structure to the adult care facility. The Prathers shall remove the mobile home or manufactured home within 90 days of the termination of the use of the residence as an adult care facility, or alternatively, shall subdivide their property and/or take whatever action is required to bring their property into compliance with the zoning and land use codes then in effect.
5. School Facilities Impact Fee. The impact fee assessed under SWMC Ch. 15.64 shall be waived, so long as the (a) mobile home shall only be used as an accessory structure to the adult care facility, and so long as (b) no children under 18 years of age reside in the mobile home. If the mobile home is not removed within 90 days of the termination of the use of the residence as an adult care facility, or if children under 18 years of age reside in the mobile home, then the school impact fee in effect at the time shall be paid to the Sedro-Woolley School District No. 101.
6. No Waiver. This agreement does not waive the rights of the City to enforce any ordinance, law, or regulation applicable to the property described above. This agreement may be specifically enforced.



200511070077
Skagit County Auditor

7. Binding Agreement. This agreement shall be binding on the heirs, devisees, assigns and successors in interest to Prathers, and shall be a covenant running with the land.

Dated October 19, 2005

Neal E. Prather
Neal E. Prather

Mary E. Bess Prather
Mary E. Bess-Prather

CITY OF SEDRO/WOOLLEY

By [Signature]
City Planner

SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

By [Signature]
Authorized Agent

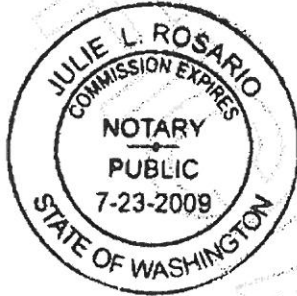


200511070077
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Allen Rozema, to me known to be the City Planner described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, of the City of Sedro-Woolley for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of October, 2005.



Julie Rosario
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 7-23-2009
Print Name: Julie Rosario

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this date personally appeared before me Mark Venn, to me known to be the Authorized Agent described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, of the Sedro-Woolley School District No. 101 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of Oct, 2005.



Patrick M. Hayden
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My Commission Expires: 4-28-09
Print Name: Patrick M. Hayden

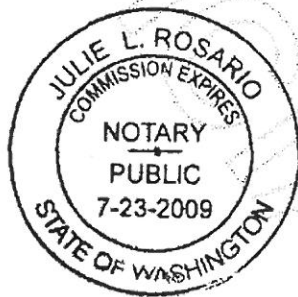


200511070077
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

ON THIS DAY personally appeared before me Neal E. Prather and Mary E. Bess-Prather, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of October, 2005.



Julie Rosario
Notary Public in and for the State of
Washington, residing at Sears-Walley
My Commission Expires: 7-23-2009
Print Name: Julie Rosario



200511070077

Skagit County Auditor

714751

Date June 11, 1968

National Bank of Commerce of Seattle

The undersigned, Charles J. Cruse and Patricia A. Cruse, Husband and Wife
grants to PUGET SOUND POWER & LIGHT COMPANY, the right to install, maintain, replace, remove and use an electric line, including all necessary poles, anchors, wires and fixtures, and to keep this line free of interference from trees or other growth on the following property situated in the County of Skagit, State of Washington:

The North 1/2 of the North 1/2 of the Southeast quarter of the Northeast quarter of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT the South 130 feet thereof, and EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington

The center line of said electric line to be located as now staked across said property or as constructed and extended in the future with the mutual consent of both parties.

4076
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
JUN 14 1968
Amount Paid \$ None
Edward W. Jensen, Co. Treas.
By D. H. King Deputy

The Company shall have access for the purposes stated and shall be responsible for damage caused by negligence of the Company. These terms shall be binding upon the successors and assigns of the respective parties.

National Bank of Commerce of Seattle
By Claude E. Patison
Manager

Charles J. Cruse
Patricia A. Cruse

STATE OF WASHINGTON }
COUNTY OF Whatcom }^{SS}

On this day personally appeared before me Charles J. Cruse and Patricia A. Cruse
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of June, 1968.

Fernest Todd
Notary Public in and for the State of Washington,

Bellingham
residing at



STATE OF WASHINGTON }
COUNTY OF Skagit }^{SS}

Received for record at June 14, 1968 1:03p M
at request of P. Sp. B. Hem. Wash.
A. H. JOHNSON, Auditor Skagit Co., Washington

On this 11th day of June, 1968, before me, the undersigned, personally appeared

Claude E. Patison and

to me known to be the Manager President and Secretary of
Burlington-Edison Branch
National Bank of Commerce of Seattle the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Fernest Todd
Notary Public in and for the State of Washington,

residing at Burlington

Official Records
VOL 17 PAGE 243

715626
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

CHARLES J. CRUSE and PATRICIA CRUSE, husband and wife

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

The North half of the North half of the Southeast quarter of the Northeast quarter of Section 13, Township 35 North, Range 4 East, W. 1/4, EXCEPT road rights of way and EXCEPT the South 130 Feet thereof.

Location of the easement is more particularly described as follows:

The South 20 feet of the East 860 feet of the above described tract of land.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 21st day of May, 1968.

Charles J. Cruse
Patricia A. Cruse

Received for record at July 9, 1968 3:23p M
at request of P. U. D. #1
A. H. JOHNSON, Auditor Skagit Co., Washington

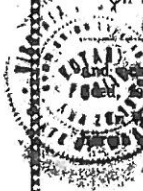
STATE OF WASHINGTON } ss.
COUNTY OF SKAGIT

On this 21st day of May, 1968, personally appeared before me

Charles J. Cruse and Patricia A. Cruse

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

Whereof I have hereunto set my hand and affixed my official seal the day and year above written.



Virginia Blane
Notary Public in and for the State of Washington,
Residing at B..., Washington.

101 18
PAGE 340
Official Records