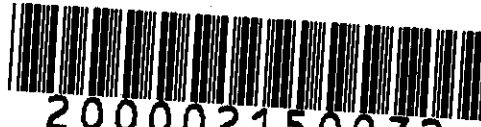


Return To:  
David C. Cortelyou  
650 Parkpoint Lane N.E.  
Seattle, WA 98115



200002150072

Kathy Hill, Skagit County Auditor  
2/15/2000 Page 1 of 10 3:14:28PM

Re: P73460, P73457  
P19633, P115508

Abbreviated Legal: Portions of Blocks 319 and 320  
Julius S. Potter's Plat of Fidalgo City  
Volume 2 of Plats, Page 77

FIRST AMERICAN TITLE CO.

A61105 E-2

### AMENDMENT TO EASEMENTS

The parties hereto are or will be the fee holders of Parcels A, B and C described in Exhibit A attached and made a part of this amendment.

The owners of Parcel A are or will be David C. Cortelyou and Margaret F. Cortelyou, husband and wife.

The owners of Parcel B are John D. Bame and Mary E. Bame, husband and wife.

The owners of Parcel C are Benjamin T. Caldwell and Laura E. Caldwell, husband and wife.

Parcels B and C are subject to easements for sewer/septic pipeline(s) and for septic drainfield recorded under Skagit County Auditor File Numbers 8305250021 and 9503160042 (collectively the Easements).

The parties mutually agree the Easements are hereby amended as set forth hereinbelow.

A. The location of the sewer/septic pipeline(s) shown on said easements is hereby revised to the actual and existing location shown on that certain survey prepared by Semrau Engineering & Surveying Job No. 4037 recorded February \_\_\_\_\_, 2000 as Skagit County Auditor's File No. \_\_\_\_\_ (the Semrau Survey).

B. The width of the easement for sewer/septic pipeline(s) shown on the Easements is hereby declared to be 10 feet wide centered on the centerline of the existing pipe shown on the Semrau Survey. (Ten)

C. The location of the septic drainfield easement shown on the Easements is hereby revised to the actual and existing location shown on the Semrau Survey.

D. The Semrau Survey shows there is or may be an easement for ingress and egress and utilities along the east side of Parcel C (the Road Easement), and that the Road Easement affects the east end of the septic drainfield authorized under the Easements. The parties acknowledge and agree that the Easements preceded the Road Easement, the rights of Parcel A under the Easements are dominant to the rights of Parcels B or C under the Road Easement, the Road Easement will not be utilized in any manner which constructs a roadway over any part of the Easements, or damages or otherwise adversely affects the septic drainfield, and the fee holders of Parcels B and C shall indemnify and hold the fee holders of Parcel A harmless from all costs of expenses to maintain or repair the septic drainfield which are incurred as a result of the Road Easement or its utilization.

E. In the event a party hereunder shall engage an attorney to enforce any right under the Easements as amended, the prevailing party shall be entitled to damages in an amount to be proven at the conclusion of any arbitration and/or judicial proceeding, and all costs and expenses incurred by the prevailing party, including without limitation, reasonable attorneys' fees, costs of arbitration, costs of trial or filing fees, and any witness fees incurred.

F. The owner of parcel A agrees to cooperate with the owner of parcel B if they want to relocate the septic supply pipeline and corresponding easement crossing their property; subject to the following,

1. That prior to any work being done, the owner of parcel A, approve a written plan provided by the owner of parcel B.
2. The plan must show that the piping will be relocated and reinstalled in accordance with Good County septic and piping standards.
3. That the relocation is completed in such a manner as to cause no additional burden on the septic pump system.
4. That the work be performed at no cost to the owner of parcel A.
5. That the owner of parcel B is to carry out the relocation without interrupting the use of the system for more than 4 hrs.
6. That within 60 days after the pipe has been relocated, the owners of parcel A and B record an easement amendment, that describes the new easement location.

G. The access to the parcel A's septic system for maintenance or repair is to be either over the pipeline easement mentioned in items B & F above, or over portion of parcel C's here described: A strip of property 20 foot in width, commencing at the South east corner of parcel C, proceeding in a Northerly direction to the Eastern side of the septic system, staying as far east on parcel C as practical.

The Easements are not amended other than as set forth hereinabove.

The foregoing amendments are hereby declared and approved by the undersigned, being all the fee holders of the servient and dominant estates. Parcel A is the dominant estate. Parcels B and C are the servient estates. This Amendment may be executed in counterparts and the signature pages and acknowledgments assembled in a single document which shall be delivered to the fee holders of Parcel A and recorded in the records of Skagit County, Washington.

*BL* *JB*  
*LC* *MB*

- 2 - A

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Kathy Hill, Skagit County Auditor

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Original

C. The location of the septic drainfield easement shown on the Easements is hereby revised to the actual and existing location shown on the San Juan Survey.

D. The San Juan Survey shows there is or may be an easement for ingress and egress and utilities along the east side of Parcel C (the Road Easement), and that the Road Easement affects the east end of the septic drainfield authorized under the Easements. The parties acknowledge and agree that the Easements preceded the Road Easement, the rights of Parcel A under the Easements are dominant to the rights of Parcels B or C under the Road Easement, the Road Easement will not be utilized in any manner which constructs a roadway over any part of the Easements, or damages or otherwise adversely affects the septic drainfield, and the fee holders of Parcels B and C shall indemnify and hold the fee holders of Parcel A harmless from all costs of expenses to maintain or repair the septic drainfield which are incurred as a result of the Road Easement or its utilization.

E. In the event a party hereunder shall engage an attorney to enforce any right under the Easements as amended, the prevailing party shall be entitled to damages in an amount to be proven at the conclusion of any arbitration and/or judicial proceeding, and all costs and expenses incurred by the prevailing party, including without limitation, reasonable attorneys' fees, costs of arbitration, costs of trial or filing fees, and any witness fees incurred.

F. The owner of parcel A agrees to cooperate with the owner of parcel B if they want to relocate the septic supply pipeline and corresponding easement crossing their property, subject to the following:

1. That prior to any work being done, the owner of parcel A, approve a written plan provided by the owner of parcel B.
2. The plan must show that the piping will be relocated and reinstalled in accordance with Good County septic and piping standards.
3. That the relocation is completed in such a manner as to cause no additional burden on the septic pump system.
4. That the work be performed at no cost to the owner of parcel A.
5. That the owner of parcel B is to carry out the relocation without interrupting the use of the system for more than 4 hrs.
6. That within 60 days after the pipe has been relocated, the owners of parcel A and B record an easement amendment, that describes the new easement location.

G. The access to the parcel A's septic system for maintenance or repair is to be either over the pipeline easement mentioned in items B & F above, or over portion of parcel C's here described: A strip of property 20 foot in width, commencing at the South east corner of parcel C, proceeding in a Northerly direction to the Eastern side of the septic system, staying as far east on parcel C as practical.

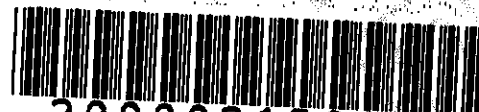
The Easements are not amended other than as set forth hereinabove.

The foregoing amendments are hereby declared and approved by the undersigned, being all the fee holders of the servient and dominant estates. Parcel A is the dominant estate. Parcels B and C are the servient estates. This Amendment may be executed in counterparts and the signature pages and acknowledgments assembled in a single document which shall be delivered to the fee holders of Parcel A and recorded in the records of Skagit County, Washington.

OK  
mjc  
mjb

-2-B

1061170.1



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Kathy Hill, Skagit County Auditor

2/15/2000 Page 3 of 10 3:14:28PM

Declared and approved by David C. Cortelyou and Margaret F. Cortelyou on the \_\_\_\_ day of February 2000.

David C. Cortelyou \_\_\_\_\_

Margaret F. Cortelyou \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) ss.

On this day personally appeared before me David C. Cortelyou and Margaret F. Cortelyou, husband and wife, to me known to be the individuals 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 \_\_\_\_ day of February, 2000.

\_\_\_\_\_

\_\_\_\_\_

(print notary's name)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_



200002150072

Kathy Hill, Skagit County Auditor

2/15/2000 Page 4 of 10 3:14:28PM

Declared and approved by John D. Bame and Mary E. Bame on the 14<sup>th</sup> day of February 2000.

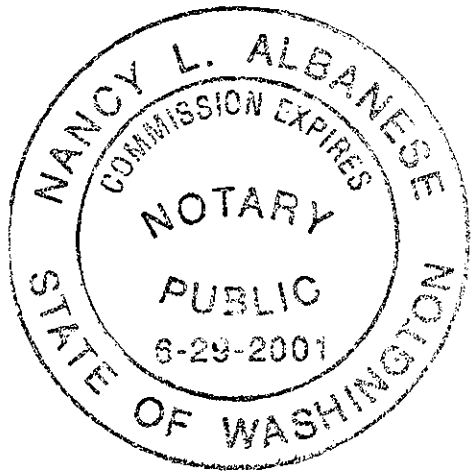
John D. Bame John D. Bame

Mary E. Bame Mary E. Bame

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

On this day personally appeared before me John D. Bame and Mary E. Bame, husband and wife, to me known to be the individuals 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 14<sup>th</sup> day of February, 2000.



Nancy L. Albanese  
(print notary's name)  
Notary Public in and for the State of Washington,  
residing at anacortes  
My commission expires: 6-29-2001

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

FEB 15 2000

Amount Paid \$ 0-  
Skagit Co. Treasurer  
By [Signature] Deputy



200002150072  
Kathy Hill, Skagit County Auditor

Declared and approved by Benjamin T. Caldwell and Laura E. Caldwell on the 14<sup>th</sup> day of February 2000.

Benjamin T. Caldwell

Benjamin T. Caldwell

Laura E. Caldwell

Laura E. Caldwell

STATE OF WASHINGTON

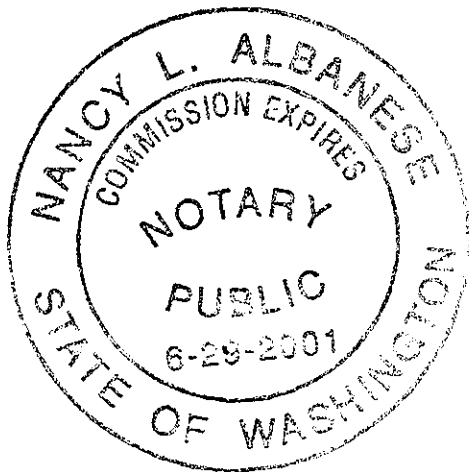
COUNTY OF

Skagit

ss.

On this day personally appeared before me Benjamin T. Caldwell and Laura E. Caldwell, husband and wife, to me known to be the individuals 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 14<sup>th</sup> day of February, 2000.



Nancy L. Albanese  
NANCY L. ALBANESE

(print notary's name)

Notary Public in and for the State of Washington,  
residing at Maricotes

My commission expires: 6-29-2001



200002150072  
Kathy Hill, Skagit County Auditor  
2/15/2000 Page 6 of 10 3:14:28PM



Declared and approved by David C. Cortelyou and Margaret F. Cortelyou on the 11<sup>th</sup> day of February 2000.

David C. Cortelyou

David C. Cortelyou

Margaret F. Cortelyou

Margaret F. Cortelyou

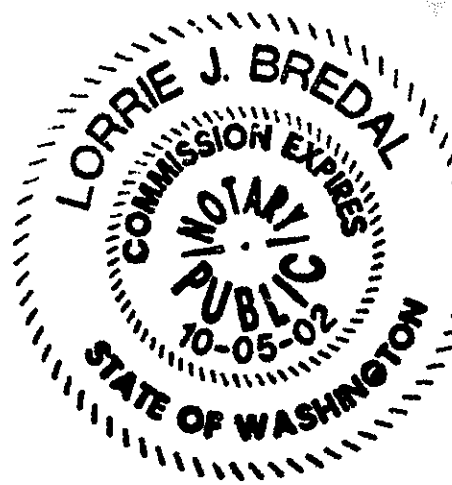
STATE OF WASHINGTON )

COUNTY OF King )

58.

On this day personally appeared before me David C. Cortelyou and Margaret F. Cortelyou, husband and wife, to me known to be the individuals 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 11<sup>th</sup> day of February, 2000.



Lorrie J. Bredal

LORRIE J. BREDAL

(print notary's name)

Notary Public in and for the State of Washington,  
residing at Seattle

My commission expires: 10/05/02



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Kathy Hill, Skagit County Auditor

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Parcel "A":

The South 150 feet (as measured at right angles to the centerline of Starr Street), of the following described property:

Lots 1 to 14, inclusive, of vacated Block 320, and Fractional Lots 1 to 7, inclusive, of vacated Block 321, of "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", according to the plat thereof recorded in Volume 2 of Plats, Page 77, records of Skagit County, Washington,

TOGETHER WITH the vacated alleys of both Block 320 and 321, all of vacated Oliver Avenue between said Blocks 320 and 321, the vacated West 1/2 of Woodland Avenue abutting Block 320, the vacated South 1/2 of Stewart Street and the vacated North 1/2 of Starr Street lying West of the centerline of Woodland Avenue which upon vacation reverted to said premises by operation of law,

ALSO TOGETHER WITH the South 1/2 of the vacated North 1/2 of Stewart Street lying East of the West line of the Southerly extension of the West line of the alley in Block 298 of said plat and lying Westerly of the centerline of Woodland Avenue as shown on said Potter's Plat to Fidalgo City,

AND ALSO TOGETHER WITH those tidelands of the second class, situate in front of, adjacent to or upon that portion of the Government meander line as described in that certain instrument from Fred Eyre, a widower, to Fred Morelan and Kathryn Morelan, husband and wife, dated August 18, 1926 and recorded August 30, 1926, under Auditor's File No. 196865, and in that certain instrument from Agaton Olson and Bertha Olson, husband and wife, to Fred Morelan and Kathryn Morelan, husband and wife, dated October 28, 1928 and recorded November 14, 1927, under Auditor's File No. 208598.

EXCEPT the East 130 feet thereof;

ALSO EXCEPTING from the above, those portions conveyed to Goodyear Nelson Hardwood Lumber Co., Inc., by those instruments recorded June 18, 1969, under Auditor's File Nos. 727847 and 727848, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement "for a pipe to his drainfield" across the hereinabove excepted East 130 feet as established by document recorded May 5, 1983, as Auditor's File No. 8305250021,

ALSO TOGETHER WITH a non-exclusive easement "for the septic line and drainfield servicing" the above described property over, across and under portions of vacated Block 319 of the above described plat as established by document recorded March 16, 1995, as Auditor's File No. 9503160042.

All in Section 24, Township 34 North, Range 1 East, W.M.



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Kathy Hill, Skagit County Auditor



Parcel "B":

The East 130 feet of the South 185 feet and the South 185 feet EXCEPT the South 150 feet thereof, (all as measured at right angles to the centerline of Starr Street) of the following described property:

Lots 1 to 14, inclusive, of vacated Block 320, and Fractional Lots 1 to 7, inclusive, of vacated Block 321, of "JULIUS S. POTTER'S PLAT OF FIDALGO CITY", according to the plat thereof recorded in Volume 2 of Plats, Page 77, records of Skagit County, Washington;

TOGETHER WITH the vacated alleys of both Blocks 320 and 321, all of vacated Oliver Avenue between said Blocks 320 and 321, and vacated West 1/2 of Woodland Avenue abutting Block 320, the vacated South 1/2 of Stewart Street and the vacated North 1/2 of Starr Street lying West of the centerline of Woodland Avenue which upon vacation reverted to said premises by operation of law.



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Kathy Hill, Skagit County Auditor

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PARCEL "C"

PARCEL A:

Vacated Lots 5 through 10, inclusive, Block 319, JULIUS S. POTTER'S PLAT OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington;

TOGETHER WITH the vacated East Half of Woodland Avenue, the vacated West Half of Halpin Avenue, the vacated North Half of Starr Street and the vacated alley between said lots which attached thereto by operation of law, all of the above vacated July 9, 1952, under Commissioners File No. 8783.

PARCEL B:

Lot 63, DECEPTION PASS WATERFRONT TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington;

Situated in Skagit County, Washington.



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Kathy Hill, Skagit County Auditor

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