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Skagit County Auditor

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Return to: Skagit Surveyors & Engineers
806 Metcalf Street
Sedro-Woolley, WA 98284
Phone: (360) 855-2121

Document Title: Correction Easement and Maintenance Agreement

Grantors: Petersen, Charles G. and Hannevold, Kari

Grantees: Alexander, John M. and Alexander, Ella.

Legal Description: A 30 foot easement shown on the face of Short Plat 99-0026 as: "30' wide easement", across a portion of Lot 57 and Lot 58 of the Plat of Anaco Beach, Skagit County, per plat recorded in Volume 5 of Plats at page 4, records of Skagit County, Washington.
A 60 foot wide easement shown on the face of Short plat 99-0026 as: "60' wide easement for ingress, egress and utilities to adjacent property to the south."

Assessor Parcel/Tax I.D. Number: 385800-0-058-0107 P61862

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 17 2002

Amount Paid \$ 0
By: Skagit County Treasurer
Deputy
DL

**CORRECTION EASEMENT
WITH
MAINTENANCE AGREEMENT**

The Grantor, CHARLES G. PETERSEN, an unmarried man, and KARI HANNEVOLD, an unmarried woman, residing at 11265 Peace Cliff Lane, Anacortes, Washington 98221, Grantors of that certain Easement dated October 21, 1987, in which JOHN M. ALEXANDER and ELLA ALEXANDER, husband and wife, are Grantees, of a non-exclusive easement for the right of ingress, egress, and vehicular and pedestrian travel, over, along and across a sixty (60) foot right-of-way denominated Rosario Reach Lane in Tract 2 of Short Plat No. 114-78, revised August 25, 1980, and recorded in the office of the Auditor of Skagit County, under Auditor's File No. 8010020002, being a portion of Lot 58, PLAT OF ANACO BEACH, SKAGIT COUNTY, WASHINGTON, in Section 34, Township 35 North, Range 1 East, W.M., in consideration of the correction and updating of the above described easement, based on survey data in Skagit County Short Plat 99-026, prepared by Skagit Surveyors and Engineers, and for no



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additional monetary consideration, but to reciprocate for a matching correction easement over the premises in said Lot 57 as to which JOHN M. ALEXANDER and ELLA ALEXANDER are grantors. Grantor, CHARLES G. PETERSEN, does by this Correction Easement, grant non-exclusive easements appurtenant to and running with the land from the Seabreeze Lane cul-de-sac described in Short Plat 99-026, to the north boundary of the Alexander ownership in said Lot 57 as follows:

- (a) a thirty (30) foot wide easement being fifteen (15) feet on either side of the centerline described in Exhibit "A" attached hereto, and delineated on the face of Skagit County Short Plat 99-0026 as: "30' WIDE EASEMENT;" and
- (b) a sixty (60) foot wide easement delineated as follows on the face of Skagit County Short Plat 99-0026: "60' WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES TO ADJACENT PROPERTY TO THE SOUTH."

These easements shall substitute for and be in lieu of those rights described in the October 21, 1987 "EASEMENT" document. And shall be appurtenant to and run with the land within Tract 57, Plat of Anaco Beach, Skagit County, owned by the Grantees, who share the non-exclusive use of the said easement premises with the Grantor.

Grantor and Grantees agree to share in proportion to use of the said easements, all costs associated with the maintenance of the easement premises. At the time of entering into this Correction Easement, the Grantees are the primary users of easement (b). The parties anticipate that Grantor Charles G. Petersen will



be the primary user of easement (a) for ingress, egress and utilities to be used by Lot 2 of the Short Plat 99-026 and by the Grantees. Maintenance of the above-described easement (a), including labor and materials, shall be primarily the responsibility of Grantor Peterson and/or the owner of Lot 2 of Short Plat 99-026. Maintenance of the above described easement (b), including labor and materials, shall be primarily the responsibility of the owner of Grantees' tract, Lot 57, Anaco Beach (boundary adjusted); provided, that costs shall be divided in proportion to use of the roadway improvements.

Maintenance, as used in this agreement, shall mean the requirement of lot owners, and their successor in ownership, to pay the cost of labor and materials to maintain the roadway on the described easement in a good and workmanlike manner, so long as these roads have not been accepted as public roads dedicated to the municipality with jurisdiction.

The Grantors acknowledge and grant a perpetual easement for installation of utilities and for all reasonable utility maintenance and service requirements, including the right to enter into, cross under, pass through and over the described roadway easement to provide, maintain or improve utility services, and the Grantors specifically grant these rights to Puget Sound Energy Company, City of Anacortes Water Department, Verizon, cable television providers, and such successors and assigns of said companies, as may be appropriate to carry out the intent of this agreement.



Dated this 23rd day of August, 2002.

Charles G. Petersen
CHARLES G. PETERSEN

Kari Hannevold
KARI HANNEVOLD

John M. Alexander
JOHN M. ALEXANDER

Ella Alexander
ELLA ALEXANDER



STATE OF WASHINGTON)
) ss.
County of Skagit)

I hereby certify that I know, or have satisfactory evidence, that CHARLES G. PETERSEN is the person who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of August, 2002.



Gary T. Jones
NOTARY PUBLIC in and for the
State of Washington, residing
at Mount Vernon
My commission expires: 3/10/2008

STATE OF WASHINGTON)
) ss.
County of Skagit)

I hereby certify that I know, or have satisfactory evidence, that KARI HANNEVOLD is the person who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of August, 2002.



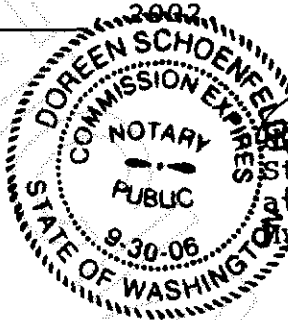
Gary T. Jones
NOTARY PUBLIC in and for the
State of Washington, residing
at Mount Vernon
My commission expires: 3/10/2008



STATE OF WASHINGTON)
) ss.
County of Skagit)

I hereby certify that I know, or have satisfactory evidence, that JOHN M. ALEXANDER is the person who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of August

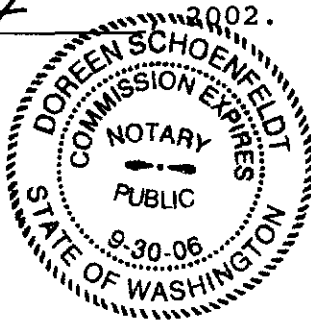


Doreen Schoenfeldt
NOTARY PUBLIC in and for the
State of Washington, residing
at Edno-Woolley
My commission expires: 09/30/06

STATE OF WASHINGTON)
) ss.
County of Skagit)

I hereby certify that I know, or have satisfactory evidence, that ELLA ALEXANDER is the person who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of August



Doreen Schoenfeldt
NOTARY PUBLIC in and for the
State of Washington, residing
at Edno-Woolley
My commission expires: 09/30/06



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