



200912170055

Skagit County Auditor

When Recorded Return To:

12/17/2009 Page 1 of 4 2:30PM

Gary Blanc
Sierra Pacific Industries
19794 Riverside Ave
Anderson, CA 96007

DOCUMENT TITLE: Amendment to Easement

REFERENCE NUMBER OF RELATED DOCUMENT: 200806110060

GRANTOR(S): Sierra Pacific Industries

GRANTEE(S): Sierra Pacific Industries

ABBREVIATED LEGAL DESCRIPTION: 09 34N 03E, portion of the Northwest ¼ of the Northeast 1/4

ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 AND 3 OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 17 2009

AMENDMENT TO EASEMENT

Amount paid to
Skagit County Treasurer
By: *Lp* Deputy

The Grantor, Sierra Pacific Industries and the Grantee Sierra Pacific Industries having an interest in the property hereinafter described:

Parcel A

Assessor's Property Tax Parcel P 117970

(the "Land")

No monetary consideration shall be paid for this easement, consideration being the mutual benefit to Grantor and Grantee, which are hereby acknowledged, hereby amend those two Easements recorded June 11, 2008, under Skagit County Auditor's File No. 200806110060 ("Easements") as follows:

1 Notwithstanding the easement rights contained in the Easements, the owner and any occupier from time to time of the Land (herein collectively called the "Owner") shall have the right to use the easement areas for all purposes until the Grantor exercises the easement rights contained in the Easements and thereafter, the Owner shall have the right to use the easement areas for all purposes that are not inconsistent with the grant of rights to install the Grantor's utilities; Provided that neither the Grantee nor the Owner shall construct any permanent buildings on the easement areas;

2 Prior to installing any new utilities, Grantor will give the Owner (including any occupier from time to time of the Land) reasonable notice of the Grantor's proposed installation, together

with copies of the plans approved by the County and the Grantor's proposed construction scheduling for the installation;

3 Once construction starts, Grantor agrees:

- a) to diligently and continuously prosecute the work until completion;
- b) at all times, to use all reasonable efforts to minimize disruption of the access to and from the Land by Owner (including all occupiers of the Land from time to time) and to avoid interference with the business being conducted on the Land by the Owner (including all occupiers of the Land from time to time);

4 Grantor agrees that immediately following the installation of its utilities pursuant to the exercise by the Grantor of the easement rights contained in the Easements, Grantor shall at its sole cost, restore all improvements (including parking areas and landscaping) that were located on the Lands, such restoration to be done to the quality and condition prior to the Grantor's installation.

5 All installations by the Grantor hereunder will be at the Grantor's sole risk and expense and will ensure that no liens are filed against the Land. Grantor will indemnify and hold harmless the Owner (including all occupiers of the Land from time to time) for all cost, claims, damages and liabilities incurred or suffered by the Owner (including all occupiers of the Land from time to time) as a result of the Grantor exercising its rights under the Easements. In addition, Grantor shall, at its sole cost, repair and maintain its utilities until such utilities have been conveyed to, and accepted by, a public authority having jurisdiction over such utilities;

6 The Easements (as amended herein) shall be a covenant running with the Land and shall be binding on the Grantors' heirs, successors and assigns.

7. **Benefited Property** This easement is to benefit the following described real property situated in the County of Skagit, State of Washington:

That portion of Tract 2, Skagit County Short Plat No. 44-87, approved December 29, 1987, and recorded December 30, 1987, in Volume 8 of Short Plats, page 11, under Auditor's File No. 8712300001, records of said County and State, being a portion of the Northwest quarter of the Northeast quarter of said Section 9, lying East of that portion conveyed to Skagit County for road and utility purposes by deed recorded as Skagit County Auditor's File No. 200107270007, lying Northerly of the centerline of that certain 50-foot wide oil pipeline easement conveyed to Trans Mountain Oil Pipeline Corp. by instrument dated July 9, 1954 and recorded September 16, 1954 under Auditor's File No. 506571, in the Auditor's office of said County and State, and lying South of the following described line:

Commencing at the Northeast corner of said Tract 2; thence South 01°15'35" West along the East line thereof, a distance of 607.51 feet to the point of beginning of said described line; thence North 88°50'18" West along said line, a distance of 486.45 feet to a point on the East line of said Skagit County tract and the end of said described line.



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All of the above being a portion of the Northwest ¼ of the Northeast ¼ of Section 9, Township 34 North, Range 3 East W.M..

Said premises being also known as Parcel "A", Assessor's Property Tax Parcel P117970, of that certain boundary line adjustment recorded as Auditor's File No. 200803040059.

DATED this 16th day of Dec., 2009.

GRANTOR:

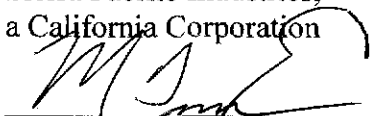
Sierra Pacific Industries,
a California Corporation



BY: M. D. Emmerson
ITS: Vice President

GRANTEE:

Sierra Pacific Industries,
a California Corporation



BY: M. D. Emmerson
ITS: Vice President



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ACKNOWLEDGEMENT

State of California

County of Shasta

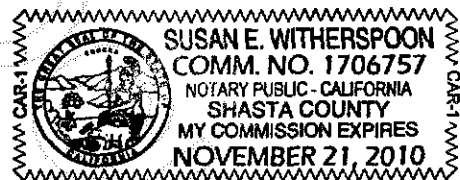
On December 16, 2009 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. B. Emerson
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 acknowledge 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan E. Witherspoon (Seal)



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