

After Recording RETURN To:

Seefeld Corporation
C/o International Forestry Consultants
11415 NE 128th Street, Suite 110
Kirkland, WA 98034



201102090016
Skagit County Auditor

2/9/2011 Page 1 of 7 10:41AM

AMENDMENT OF EASEMENT AGREEMENT

Grantor:

Michael Hayes

Grantee:

Seefeld Corporation

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Ptns. Sections 28 & 33, and 36N, R. 8E., W.M.

☒ Additional legal descriptions are on pages 5-7 of document

Assessor's Property Tax Parcel Account Number(s): Beneficial Parcels: P51663,
P51668, P111036; Burdened Parcel: P51666

Reference Number of Document Amended: 652265

AMENDMENT OF EASEMENT AGREEMENT

This Amendment of Easement Agreement ("Agreement") is made and entered into this 14/11 of January, 2011, by and between **Michael Hayes** ("Grantor") and **Seefeld Corporation**, a Washington corporation ("Seefeld").

Seefeld is the holder of certain perpetual easement rights pursuant to that certain easement (the "Easement") from **Theodore F. Olson**, dated **June 10th, 1964** and recorded under Skagit County Auditor File Number **652265**, in the Real Property Records of Skagit County, Washington. The Grantor is the present owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, which is the property upon which the twenty-foot (20) wide road easement area ("Easement Area") established by the Easement is located. Seefeld is the present owner of the real property legally described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Seefeld Property"). The Easement currently benefits only a portion of the Seefeld Property. The Grantor and Seefeld wish to amend the Easement to include all of the Seefeld Property as the real property benefitted by the Easement. The Grantor and Seefeld also wish to amend the Easement to clarify other matters, as set forth below.

NOW, THEREFORE, for and in consideration of \$10.00 AND OTHER VALUABLE CONSIDERATION IN HAND PAID, the Easement is amended and the parties agree as follows:

Section 1. The Easement, as granted in 1964, as hereinafter amended, remains in full force and effect.

Section 2. The real property benefitted by the Easement is hereby increased to include all of the Seefeld Property. Grantor hereby grants and conveys to Seefeld, for the benefit of the Seefeld Property, all of the rights and interests arising in favor the grantee under the Easement and Seefeld agrees to be bound by all of the obligations of the grantee under the Easement.

Section 3. Seefeld shall bear all costs related to the maintenance and repair of the road within the Easement Area, except for the costs of any repairs necessitated by the use of the road by or other actions of the Grantor or the Grantor's heirs, successors, assigns, contractors, invitees or permittees, which repair costs the Grantor shall fully bear.

Section 4. Seefeld and the Grantor agree that the Easement shall not and is not intended to create an access right for the benefit of the general public.

Section 5. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors and assigns.

DWT 16283346v4 0084380-000002

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201102090016
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

381

FEB 09 2011

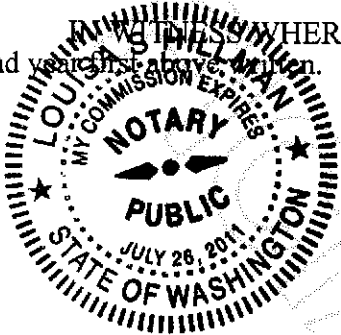
Amount Paid \$ 47.72
Skagit Co. Treasurer
By John Deputy

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this 14th day of January, 2011, before me, a Notary Public in and for the State of Washington, personally appeared Michael Hayes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

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



Louisa S. Hillman
NOTARY PUBLIC in and for the State of
Washington, residing at Concrete
My appointment expires July 26, 2011
Print Name Louisa S. Hillman

STATE OF WASHINGTON)
COUNTY OF King)

On this 18th day of Jan, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas M. Hanson, to me known to be the person who signed as President of Seefeld Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of Seefeld Corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instruction on behalf of said Seefeld Corporation.

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



Rebekah E. Ante
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland WA 98034
My appointment expires August 2013
Print Name Rebekah E. Ante



Exhibit "A"
Attached to and made a part of
AMENDMENT OF EASEMENT AGREEMENT
by and between Michael Hayes, as Grantor, and
Seefeld Corporation, a Washington corporation, as Grantee.

The Grantor's Property:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 36 North, Range 8 East, W.M., EXCEPT that portion conveyed to The State of Washington Department of Game by deed recorded December 21, 1948 under Auditor's File No. 426317.

Situate in the County of Skagit, State of Washington.



Exhibit "B" (Page 1)
Attached to and made a part of
AMENDMENT OF EASEMENT AGREEMENT
by and between Michael Hayes, as Grantor, and
Seefeld Corporation, a Washington corporation, as Grantee.

The Seefeld Property:

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "A":

The Southwest $\frac{1}{4}$ of Section 28, Township 36 North, Range 8 East, W.M., EXCEPT the following described tracts:

- a) That certain 50 foot strip conveyed to Lyman Timber Company by deed recorded October 28, 1937 in Volume 173 of Deeds, page 197 under Auditor's File No. 296044;
- b) Those portions deeded to Skagit County by instruments recorded September 16, 1968 and April 23, 1975, under Auditor's File Nos. 718191 and 816476, respectively; and
- c) That portion of the Southwest $\frac{1}{4}$ lying Northwesterly of the Northwesterly line of the existing County Road right-of-way commonly known as the Baker Lake Highway in Section 28, Township 36 North, Range 8 East, W.M..

TOGETHER WITH: The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 36 North, Range 8 East, W.M., EXCEPT the existing as-built county road right-of-way commonly known as the Burpee Hill Road.

PARCEL "B":

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 36 North, Range 8 East, W.M., EXCEPT the following described tracts:

- a) That certain 50 foot strip conveyed to Lyman Timber Company by deed recorded October 28, 1937 in Volume 173 of Deeds, page 197, under Auditor's File No. 296044;
- b) That portion deeded to Skagit County by deed recorded September 16, 1968, under Auditor's File No. 718191; and
- c) That portion of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying Northwesterly of the Northwesterly line of the existing County Road right-of-way commonly known as the Baker Lake Highway in Section 33, Township 36 North, Range 8 East, W.M..



Exhibit "B" (Page 2)
Attached to and made a part of
AMENDMENT OF EASEMENT AGREEMENT
by and between Michael Hayes, as Grantor, and
Seefeld Corporation, a Washington corporation, as Grantee.

TOGETHER WITH: The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 36 North, Range 8 East, W.M..

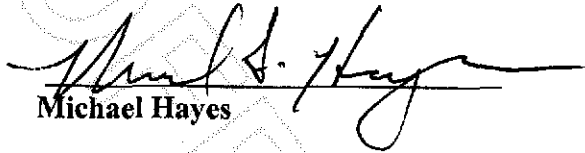
PARCEL "C":

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 36 North, Range 8 East, W.M..



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first set forth above.

GRANTOR:


Michael Hayes

SEEFELD:

SEEFELD CORPORATION,
a Washington corporation

By: 
Thomas M. Hanson, Its President

