

Skagit County Auditor
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COVER SHEET



Skagit County Auditor
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Return Address:
Skagit County Sewer District #1
14263 Calhoun Road
Mount Vernon, WA 98273

Document Title: SEWER LINE EASEMENT MODIFICATION AGREEMENT

Reference Numbers:

Grantor: BREVOORT FAMILY LLC

Address: 9385 REEF POINT LANE, LA CONNER, 98257

Grantee: Skagit County Sewer District #1

Legal Description: Section 27, Township 34, Range 2 East

Real Property Legal Description: FAHLEN'S SNEE-OOSH TRACT, LOT 7;
TOGETHERWITH AN UNDIVIDED 1/9TH INTEREST IN AND TO COMMUNITY AREA
RECORDED UNDER AF#630229, AKA AS COMMUNITY TRACTS 9 AND 10 AND
PRIVATE ROAD OF SAID PLAT

Property Tax Account Numbers: P65272

Re-recorded to add signature
on Exhibit "B"

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 06 2014

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

SEWER LINE EASEMENT MODIFICATION AGREEMENT

THIS AGREEMENT made this 29 day of January 2014, by and Between the Skagit County Sewer District #1, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee", and, Brevoort Family, LLC the legal owner of the property, hereinafter termed "Grantor".

I. RECITALS:

1. On December 9, 1964, Grantee was granted a sixteen (16) foot sewer easement, recorded March 18, 1965, Auditor's No. 663552 (Volume 344, Page 577) to, among other things, lay, maintain, operate, relay and remove at any time, a sewer pipe or pipes for the transportation of sewage with the right of ingress and egress on certain real property ("Original Easement").
2. Grantor is the successor in interest to Lot #7 of the real property identified in the Original Easement, as legally described on Exhibit "A", attached hereto and incorporated by reference ("Property").
3. In 2007, Grantee decommissioned the existing concrete, gravity-flow sewer pipe which is located in the Original Easement. Grantee hired a geotechnical engineer in 2013 to evaluate the possible effects to bluff erosion and slope stability near the decommissioned pipe. Grantee has furnished a copy of the geotechnical engineer's report regarding same to Grantor and Grantor acknowledges receipt thereof. The original of this report is currently maintained among Grantee's records.
4. In lieu of using the decommissioned line, Grantee has constructed a new force main sewer system along the Property, and desires to obtain a new easement for the same.
5. The parties desire to acknowledge the change in circumstances on the Property, and amend the Original Easement as set forth in this Agreement.

For valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following terms and conditions:

II. AGREEMENT & NEW EASEMENT:

1. Grantor hereby grants and conveys to Grantee a perpetual right-of-way and easement for sewer mains with the necessary appurtenances through, over, and across the Property legally described in Exhibit A. The perpetual easement is described in Exhibit "B", attached and the sewer line route is shown in Exhibit "C" attached (hereinafter "New Easement"); all of said exhibits are incorporated by reference. Grantee shall have the right, without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon the New Easement described in Exhibits "B" and "C" for the purpose of constructing, repairing, altering, maintaining, operating or reconstructing sanitary sewers or making any connections therewith, without incurring any legal obligation or liability therefore, provided that such constructing, repairing, altering, maintaining, operating or reconstructing of such sanitary sewers, or making any connections therewith shall be accomplished in such a manner



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that the improvements and land contours existing in the right-of-way shall not be disturbed or destroyed; or, in the event that they are disturbed or destroyed, they shall immediately thereafter be replaced as is reasonably possible, at Grantee's expense, in as good a condition as they were immediately before the property was entered upon by the Grantee.

2. Grantor also grants and conveys to Grantee and to those acting under Grantee the temporary use of such additional area immediately adjacent to said New Easement as shall be reasonably required for the construction and maintenance of the utilities and appurtenances in the above-described New Easement; such additional area shall, at Grantee's expense, be returned to its original state by the Grantee or its agents immediately after any such construction or maintenance.

3. Grantor shall retain the right to use the surface of said New Easement, so long as said use does not unreasonably interfere with the installation and maintenance of the sewer main and so long as no building or structures are erected on said easement. Grantor and Grantee shall also retain the rights and obligations provided in the Permissive Use/Hold Harmless Agreement recorded on August 26, 2005, Skagit County Auditor #200508260076.

4. The parties hereby revise the Original Easement to allow the existing decommissioned pipe to remain in the Original Easement; provided however, that all other rights under the Original Easement are hereby released, quitclaimed and abandoned by Grantee. The parties acknowledge that the intent of this Agreement is to allow the decommissioned pipe to remain on the Property, but to terminate all other rights relating to the Original Easement and replace said rights with the New Easement. Anything herein to the contrary notwithstanding, Grantee shall remain responsible for any loss or damage resulting to Grantor, its successors, heirs and assigns, through its negligent or intentional acts or omissions with respect to any and all sewer pipes, if any, remaining in the ground in the Original Easement area.

5. This Agreement shall be a covenant running with the land and shall be binding on the successors and assigns of both parties hereto. Grantee shall record this Agreement at its sole cost.

GRANTOR: Brevoort Family, LLC

GRANTEE: Skagit County Sewer District #1

By: Margaret Brevoort
Its: Manager

By: Maime Dunbar
Its: Administrator

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 07 2014



Amount Paid \$
Skagit Co. Treasurer
By Maime Deputy

STATE OF HAWAII)
)
COUNTY OF Hawaii) ss

On this 29th day of January, 2014 personally appeared before me Margaret E. Brevoort to me known as the Manager of the Brevoort Family, LLC, a Washington limited liability corporation, who executed the foregoing 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 or she was authorized to execute said instrument.

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

DATED: January 29, 2014

Melissa Mizuno

NAME: Melissa Mizuno
(Print Name)

Notary Public in and for the State of Hawaii
Commission Expires: April 13, 2016

NOTARY PUBLIC CERTIFICATION

Melissa Mizuno Third Circuit

Doc. Description Center Line Easement Modification Agreement

No. of Pages: 1 Date of Doc. 1/29/14

Melissa Mizuno 1/29/14
Notary Signature Date

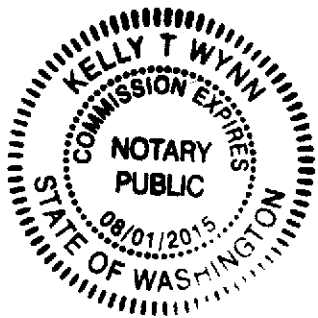


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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 7 day of February, 2014 personally appeared before me Marie Dunizer to me known as the Administrator of the Skagit County Sewer District No. 1, a Washington limited liability corporation, who executed the foregoing 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 or she was authorized to execute said instrument.

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



DATED: February 7th 2014

NAME: Kelly Wynn
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 8-1-2015

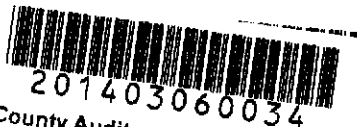


EXHIBIT "A"

FAHLEN'S SNEE-OOSH TRACT, LOT 7; TOGETHER WITH AN UNDIVIDED 1/9TH INTEREST IN AND TO COMMUNITY AREA RECORDED UNDER AF#630229, AKA AS COMMUNITY TRACTS 9 AND 10 AND PRIVATE ROAD OF SAID PLAT



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Skagit County Auditor

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EXHIBIT "B"
(Description of Perpetual Easement)

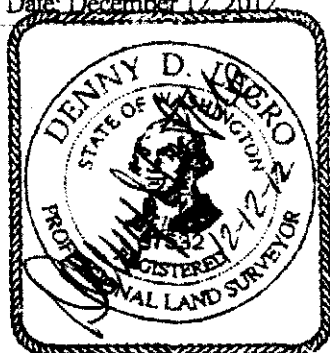
EASEMENT DESCRIPTION

An Easement 16 feet in width, the sides of which being extended to intersect lot lines and said easement as described herein, being 8 feet on each side of the following described centerline, over and across that portion of Lots 6 and 7 of Assessor's Plat of "FAHLEN'S SNEE-OOSH TRACTS", according to the plat thereof recorded in Volume 8 of Plats, page 86, records of Skagit County, Washington, in Government Lot 3, Section 27, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said Government Lot 3;
thence S 1°31'10" W, along the East line of said Government Lot 3, a distance of 725.30 feet to the Northeast corner of Lot 7 of said Assessor's Plat of "FAHLEN'S SNEE-OOSH TRACTS";
thence Westerly along the Northerly line of said Lot 7 on the following courses and distances:
N 89°26'20" W, a distance of 210.31 feet; S 0°33'40" W, a distance of 20.00 feet; S 45°33'40" W, a distance of 42.09 feet; N 89°26'20" W, a distance of 41.90 feet to the TRUE POINT OF BEGINNING of this easement centerline description;
thence S 21°59'07" E departing from the North line of said Lot 7, a distance of 70.96 feet to a point which bears N 18°08'21" W, a distance of 8.00 feet when measured at right angles to the South line of said Lot 7;
thence N 71°51'39" E along a line which is parallel to and 8 feet distant from the South line of said Lot 7, a distance of 29.24 feet;
thence S 18°08'21" E, at right angles to the aforesaid line, a distance of 8.00 feet to a point on the South line of said Lot 7 which bears S 71°51'39" W, a distance of 163.46 feet from the Easterly corner common to Lots 6 and 7 of said plat;
thence S 2°50'20" W across Lot 6, a distance of 94.17 feet, more or less, to a point on the South line of Lot 6 which bears S 59°01'24" W, a distance of 165.68 feet from the Southeast corner of said Lot 6, and which point is the terminus of this centerline description.

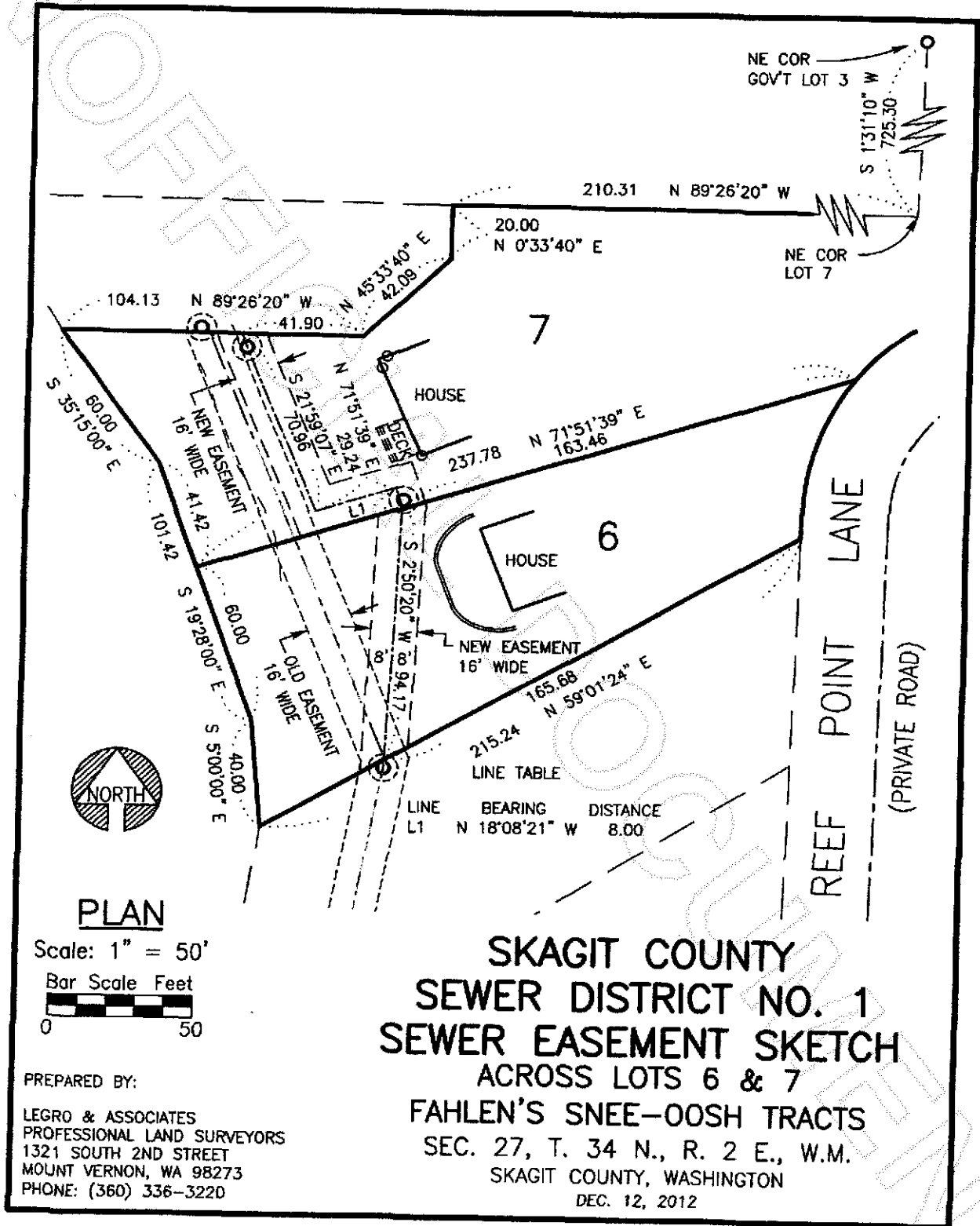
All situate in the County of Skagit, State of Washington.


DENNY D. LEGRO
Registered Professional Land Surveyor
License No. 37532
Date: December 12, 2012



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EXHIBIT "C"
(Drawing of Easement Route)



PLAN

Scale: 1" = 50'
Bar Scale Feet
0 50

PREPARED BY:
LEGRO & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
1321 SOUTH 2ND STREET
MOUNT VERNON, WA 98273
PHONE: (360) 336-3220

SKAGIT COUNTY
SEWER DISTRICT NO. 1
SEWER EASEMENT SKETCH
ACROSS LOTS 6 & 7
FAHLEN'S SNEE-OOSH TRACTS
SEC. 27, T. 34 N., R. 2 E., W.M.
SKAGIT COUNTY, WASHINGTON
DEC. 12, 2012

