

AFTER RECORDING MAIL TO:

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Two Union Square
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Seattle, WA 98101.3951



201411070067

Skagit County Auditor

\$80.00

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9 2:07PM

AMENDED AND RESTATED EASEMENT AGREEMENT

Grantors: Jones, Walter S., Trustee
Jones, Charla A., Trustee
Schwafel, Gerald E., Trustee
Schwafel, Patricia M., Trustee

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

NOV 07 2014

Grantees: Jones, Walter S., Trustee
Jones, Charla A., Trustee
Schwafel, Gerald E., Trustee
Schwafel, Patricia M., Trustee

Amount Paid \$
Skagit Co. Treasurer
By *HB* Deputy

Abbreviated Legal Descr: Lots 15E and 16D, Plat of Marine Heights per BLA recorded under
Skagit County Auditor's No. 200107110195

Reference No: 200404010069

Tax Parcel Nos: P-111754; P-111753

THIS AMENDED AND RESTATED EASEMENT AGREEMENT is entered into 3rd
day of NOVEMBER, 2014 by and between Walter S. Jones and Charla A. Jones, Trustees
under the Walter S. Jones and Charla A. Jones 2008 Trust and Gerald E. Schwafel and Patricia
M. Schwafel, Trustees under the Schwafel Family Trust, dated September 5, 1996.

RECITALS

A. Walter S. Jones and Charla A. Jones, Trustees under the Walter S. Jones and
Charla A. Jones 2008 Trust, ("Jones") are the owners of certain real property located in Skagit
County, Washington at 4312 Marine Heights Way, Anacortes, WA 98221, legally described as
set forth in EXHIBIT A (the "Jones Property").

B. Gerald E. Schwafel and Patricia M. Schwafel, Trustees under the Schwafel
Family Trust, dated September 5, 1996, ("Schwafel") are the owners of certain real property
located in Skagit County, Washington at 4314 Marine Heights Way, Anacortes, WA 98221,
legally described as set forth in EXHIBIT B (the "Schwafel Property").

C. On April 1, 2004, the predecessor-in-interest of Jones and Schwafel established a driveway easement by instrument entitled "Easement" recorded under Skagit County Recording Number 200404010069 ("Easement Agreement").

D. Jones and Schwafel now desire to amend and restate said Easement Agreement to accurately describe the actual location of the driveway and revise other provisions as set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Easement Agreement is amended and restated in its entirety as follows:

1. Grant of Easement. Jones and Schwafel hereby grant to each other an exclusive easement (the "Driveway Easement") for pedestrian and vehicular ingress and egress over those portions of the Jones Property and the Schwafel Property described and depicted in Exhibits C and D attached hereto (the "Driveway Easement Area"). Each residence constructed or to be constructed on the Jones Property and/or the Schwafel Property may not be permitted within the Driveway Easement Area, however the overhang of roof eaves will be allowed within the Driveway Easement Area. Each owner may locate utilities for their lot under the surface of the Driveway Easement Area so long as (a) such utilities shall not interfere with the other owner's use of the driveway located within the Driveway Easement Area, (b) either owner may access the Driveway Easement Area to repair and maintain existing utilities located within the Driveway Easement Area, and (c) after any use of the Driveway Easement Area for the repair or maintenance of the utilities located there, the owner performing such repair or maintenance shall restore the Driveway Easement Area to its pre-existing condition or better at that owner's sole cost and expense.

2. Maintenance. The owners shall at all times maintain the road located on the Driveway Easement Area in good condition and repair, the costs of which shall be paid 50 percent by each owner. In the event of such maintenance, repair, or replacement of the roadway, the owners shall restore and repair any damage to either owner's property caused by the work. The obligations for joint maintenance in this section shall apply only to that part of the roadway that is shared by the parties and shall not include maintenance of any part of the roadway that is used exclusively by any one party.

3. Advice of Counsel. The undersigned parties acknowledge, represent, and agree that they have read this Agreement, and all documents executed in conjunction with it or in performance of its terms, and fully understand the terms, that they have had an opportunity to seek independent legal counsel regarding this Agreement, and that they have been fully advised by their legal counsel, if any, regarding the legal implications of this Agreement and any and all documents executed in conjunction with it or in performance of its terms.

4. Construction of Agreement. The language of this Agreement shall be construed as a whole and without implying a presumption that the terms of this Agreement shall be more



strictly construed against any party, it being acknowledged and agreed that representatives of all parties have participated in the preparation of this Agreement.

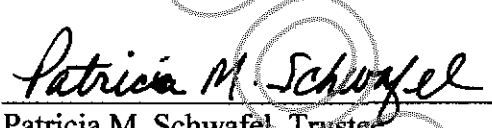
5. Miscellaneous. In the event of any litigation or other legal proceedings to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees. This instrument shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto and shall run with the land. This instrument may only be amended by a further written instrument, duly executed by the owners of both lots, and recorded in the real property records of Skagit County, Washington. This instrument is intended as the full and final expression of the intention of the parties with respect to the subject matter hereto, and supersedes any other understandings with respect hereto, whether written or oral. This instrument may be executed in counterparts.

DATED this 3rd day of NOVEMBER, 2014.


Walter S. Jones, Trustee


Charla A. Jones, Trustee


Gerald E. Schwafel, Trustee

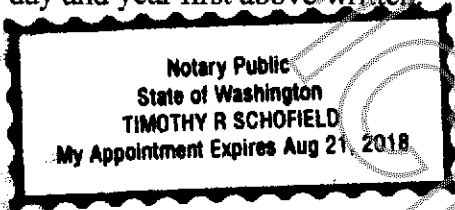

Patricia M. Schwafel, Trustee

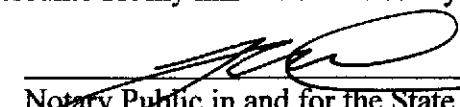


STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS.

On this 3rd day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter S. Jones, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

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

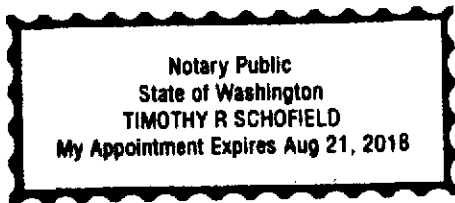




Notary Public in and for the State of Washington
Printed Name: Timothy R Schofield
Residing at: ANACOSTIA, WA
My appointment expires: 8/21/2018

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS.

On this 3rd day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charla A. Jones, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

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




Notary Public in and for the State of Washington
Printed Name: Timothy R Schofield
Residing at: ANACOSTIA, WA
My appointment expires: 8/21/2018



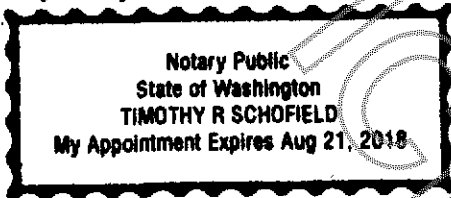
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 3rd day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerald E. Schwafel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

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



Notary Public in and for the State of Washington
Printed Name: TIMOTHY R SCHOFIELD
Residing at: ANACAPIS, WA
My appointment expires: 8/21/2018

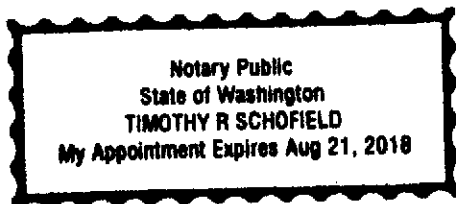
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 3rd day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia M. Schwafel, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

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



Notary Public in and for the State of Washington
Printed Name: TIMOTHY R SCHOFIELD
Residing at: ANACAPIS, WA
My appointment expires: 8/21/2018



EXHIBIT A

LOT 16D, PLAT OF MARINE HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGES 173 THROUGH 175, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND SET FORTH ON BOUNDARY LINE ADJUSTMENT RECORDED JULY 11, 2001, UNDER AUDITOR'S FILE NO. 200107110195, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 18 IN SAID PLAT OF MARINE HEIGHTS;
THENCE SOUTH $79^{\circ}56'30''$ EAST 88.79 FEET;
THENCE NORTH $09^{\circ}12'29''$ EAST 111.64 FEET;
THENCE NORTH $83^{\circ}38'00''$ WEST 104.28 FEET;
THENCE SOUTH $5^{\circ}59'35''$ EAST 39.00 FEET;
THENCE THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 180 FEET, AN ARC LENGTH OF 68.12 FEET AND A DELTA OF $21^{\circ}40'59''$ TO THE POINT OF BEGINNING;

(BEING A PORTION OF LOTS 16 AND 17 OF THE ORIGINAL PLAT OF MARINE HEIGHTS.)

SITUATED IN SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH EASEMENTS OF RECORD INCLUDING BUT NOT LIMITED TO THAT CERTAIN EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR RECORDING NUMBER 200404010069.



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EXHIBIT B

Lot 15E, "PLAT OF MARINE HEIGHTS", according to the plat thereof, recorded in Volume 16 of Plats, pages 173 through 175, records of Skagit County, Washington; and set forth on the boundary line adjustment recorded July 11, 2001 under Auditor's File No. 200107110195, being more particularly described as follows:

Beginning at the Northeast corner of Lot 15; thence South 78 degrees 54'00" West 103.58 feet; thence through a curve to the right having a radius of 380 feet, an arc length of 63.07 feet and a delta of 9 degrees 30'35"; thence South 5 degrees 59'35" East 36.78 feet; thence South 83 degrees 38'00" East 89.50 feet; thence North 0 degrees 43'57" West 74.70 feet; thence South 85 degrees 45'00" East 5.39 feet; thence North 07 degrees 42'01" West 54.54 feet to the point of beginning.

(Being a portion of Lots 15, 16 and 20, of the original PLAT OF MARINE HEIGHTS.)



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EXHIBIT C

DRIVEWAY EASEMENT

A portion of Lot 15E and Lot 16D of the Boundary Line Adjustment filed under Auditor's File No. 200107110195, records of Skagit County, Washington.

Beginning at the Northwest corner of lot 16D;

Thence South $83^{\circ}38'00''$ East along the North line of said lot, 46.52 feet;

Thence 15.78 feet along a tangent curve turning to the left with a radius of 9.31 feet;

Thence North $04^{\circ}22'40''$ West, 11.56 feet;

Thence South $88^{\circ}26'25''$ East, 25.01 feet;

Thence South $00^{\circ}43'57''$ East, 48.21 feet;

Thence North $79^{\circ}10'13''$ West, 14.32;

Thence North $09^{\circ}50'52''$ East, 5.13 feet;

Thence 6.30 feet along a tangent curve turning to the left with a radius of 4.26 feet;

Thence North $74^{\circ}54'26''$ West, 10.05 feet;

Thence North $82^{\circ}45'48''$ West, 24.84 feet;

Thence South $88^{\circ}05'00''$ West, 28.54 feet to the East line of Marine Heights Way;

Thence North $05^{\circ}59'35''$ West along the East line of Marine Heights Way, 15.24 feet to the point of beginning.

Containing 1714 Square Feet.

Situate in Skagit County, Washington.

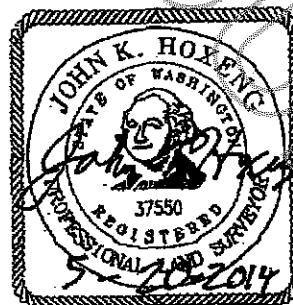
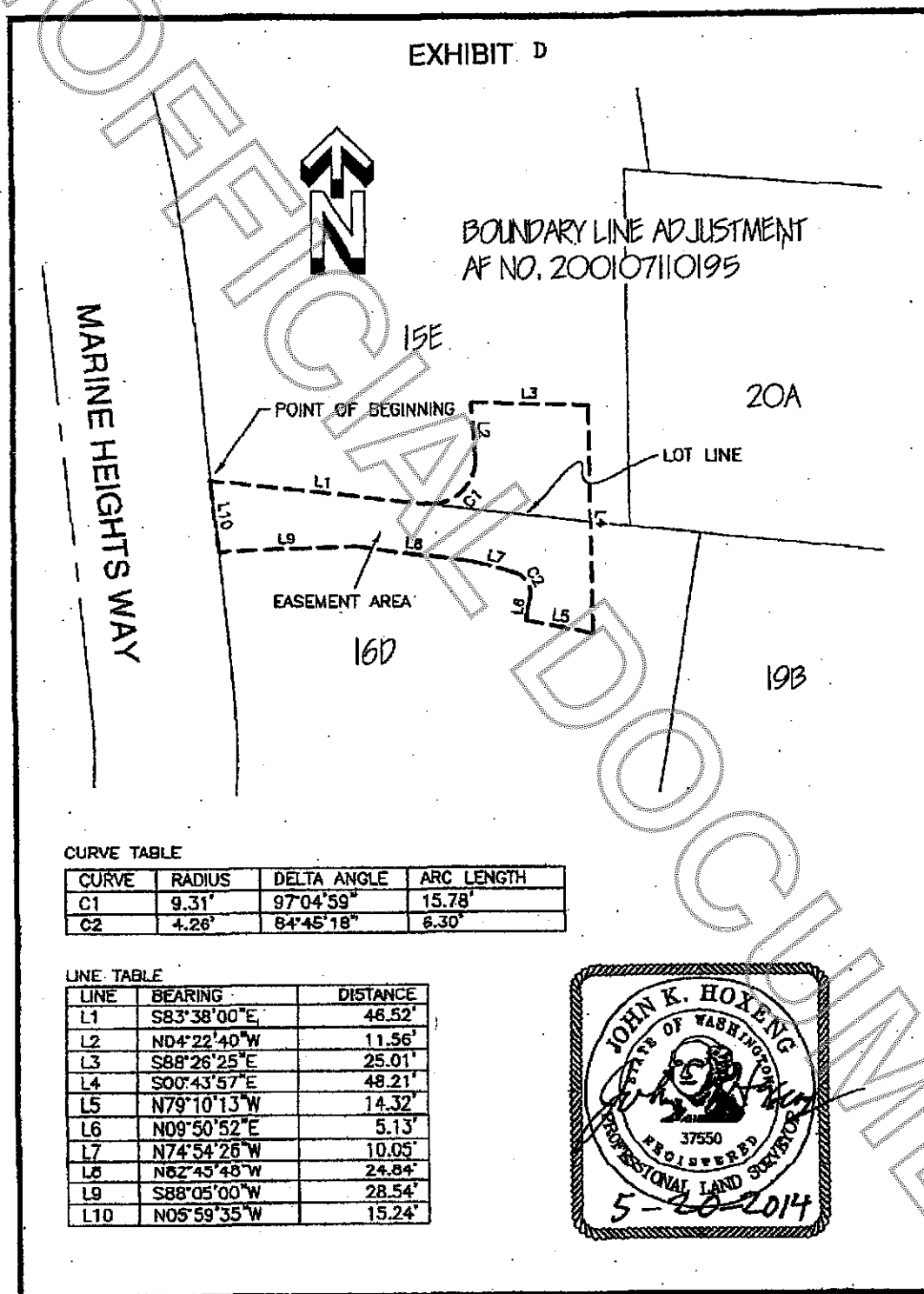


EXHIBIT D

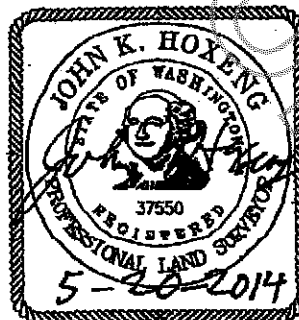


CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	9.31'	97°04'59"	15.78'
C2	4.26'	84°45'18"	8.30'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S83°38'00"E	46.52'
L2	N04°22'40"W	11.56'
L3	S88°26'25"E	25.01'
L4	S00°43'57"E	48.21'
L5	N79°10'13"W	14.32'
L6	N09°50'52"E	5.13'
L7	N74°54'26"W	10.05'
L8	N82°45'48"W	24.84'
L9	S88°05'00"W	28.54'
L10	N05°59'35"W	15.24'



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