



201707200075

Skagit County Auditor  
7/20/2017 Page

1 of 5 \$77.00  
2:28PM

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Russell A. Vogt  
32910 South Shore Drive  
Mount Vernon, Washington 98274

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 20 2017

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By MA Deputy

**AMENDED AND RESTATED EASEMENT**

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Referenced Documents:	200505250078
Grantor (s)	RUSSELL A. VOGT & MELODIE A. VOGT, husband and wife
Grantee (s)	RUSSELL A. VOGT, a married man, as his separate property
Additional Grantor(s) on page(s)	
Additional Grantee(s) on page(s)	
Abbreviated Legal:	Lots 46-49 Block 2; Lots 48-49 Block 1, Subdivision #3, Plat of Lake Cavanaugh; Ptn SW, NE, S28, T33N, R6E, W.M.
Additional Legal on page(s)	1
Assessor's Tax Parcel No's:	P130243, P66823; P104502; P66995; P66996; P66997

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**WHEREAS**, RUSSELL A. VOGT, a married man, as his separate property, (as "Grantee"), is the owner of the following described real property located in Skagit County, Washington:

**"GRANTEE'S PROPERTY"**

Lots 46, 47, 48, and 49, Block 2, Lake Cavanaugh Subdivision #3, recorded in Volume 6 of Plats, Page 27, records of Skagit County, Washington

**TOGETHER WITH** that portion of the Southwest quarter of the Northeast quarter of Section 28, Township 33 North, Range 6 East, W.M., described as follows:

**BEGINNING** at the Northeast corner of said subdivision, which is identical with the Northwest corner of Lot 49, Block 2, Lake Cavanaugh Subdivision Number 3, as recorded in Volume 6 of Plats, pages 25 through 31, inclusive, records of Skagit County, State of Washington; thence S 0°15'29" E along the West line of Lots 47, 48 and 49 a distance of 338.18 feet to the most Southwesterly corner of Lot 47 of said block and plat; thence N 56°38'30" W on a Northwesterly projection of the South line

of said Lot 47 a distance of 60.04 feet; thence N 0°15'29" W a distance of 305.33 feet to the North line of the Southwest quarter of the Northeast quarter of said Section 28; thence S 89°34'47" E along said North line a distance of 50.00 feet to the **TRUE POINT OF BEGINNING.**

Situate in the County of Skagit, State of Washington.

**AND WHEREAS,** RUSSELL A. VOGT, a married man, as his separate property, (as "Grantor"), is the owner of the following described real property located in Skagit County, Washington:

**"GRANTOR'S PROPERTY"**

Lots 48 and 49, Block 1, Lake Cavanaugh Subdivision #3, recorded in Volume 6 of Plats, Page 27, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington.

**NOW THEREFORE, THE UNDERSIGNED,** RUSSELL A. VOGT, a married man, as his separate property, and MELODIE A. VOGT, wife of RUSSELL A. VOGT, as to any interest held by her or their marital community, (hereinafter referred to collectively as "Grantor") in consideration of the covenants and conditions hereinafter set forth, establishes, gives, grants and conveys to RUSSELL A. VOGT, a married man, as his separate property, (hereinafter referred to as "Grantee"), including any after acquired title in the interests conveyed herein, an exclusive, perpetual easement for ingress, egress, utilities, parking, recreational use, camping, the right to plant, trim or remove any vegetation, the right to move, grade, fill or otherwise alter the topography of the easement area, the right to maintain, construct and demolish, structures and improvements of any kind in any location within the easement area, including but not limited to a boat launch, boat ramp, boat house, dock and dock access into Lake Cavanaugh, and to include the right to exclude all others, including the owners of the servient estate from the use of the easement area, which easement area is over, under, across and including the following described tract:

That portion of Lot 49, Block 1, Lake Cavanaugh Subdivision #3, recorded in Volume 6 of Plats, Page 27, records of Skagit County, Washington, described as follows:

The Westerly 35.00 feet of said Lot 49, as measured along the South line thereof.

TOGETHER WITH

That portion of the adjacent shorelands and tidelands that fall between the northerly extension of the West line of said Lot 49 and the northerly extension of the East line of the Westerly 35.00 feet of said Lot 49, as measured along the South line thereof.

Situate in Skagit County, Washington.

The easement created by this document is for the purpose of benefiting only the Grantee's Property described above. The Grantor's Property shall be deemed to be the servient estate and the Grantee's Property shall be deemed to be the dominant estate. The benefits, burdens, and covenants of the easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

Grantee shall have the unilateral right to expand or reduce the real property benefitted by this Easement, from time to time, by recording a document with the Skagit County Auditor's Office, which document shall identify this Easement and also identify the real property that is to be added or removed as a benefitted property for this Easement. Grantee shall execute such documents as are requested by Grantor to acknowledge all such modifications of this Easement.

This easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.

That certain Easement dated May 24, 2005 and recorded May 25, 2005 under Skagit County Auditor's File Number 200505250078, is hereby terminated in its entirety and is superseded and replaced by this Easement.

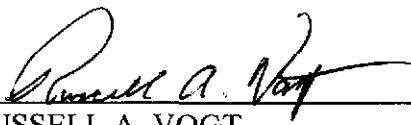
#### GENERAL PROVISIONS

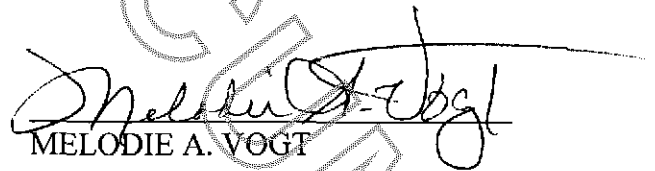
1. This Easement shall be construed and governed by the laws of the State of Washington;
2. The failure of either Grantor or Grantee to insist upon strict performance of any of the covenants and agreements of this Easement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect;
3. This Easement constitutes the entire agreement of the parties and supersede all prior agreements or understandings between the parties with respect to the subject matter hereof;

4. This Easement may not be modified or amended except by written agreement signed and acknowledged by both Grantor and Grantee;
5. All of the provisions of this Easement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
6. The parties intend that this Easement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Easement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Easement and the application of that provision to other persons, circumstances, or extent, will not be impaired.
7. If by reason of any breach or default on the part of either Grantor or Grantee (or their successors or assigns), it becomes necessary for the non-breaching party to employ an attorney, then the non-breaching party shall have and recover jointly and severally against the breaching party, in addition to costs allowed by law, all of the non-breaching party's costs, expenses and reasonable attorneys' fees and litigation-related expenses which, in any way, arise out of or relate to this Easement, including any such costs, expenses and attorneys' fees incurred on appeal, in bankruptcy or in post judgment collection action. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.
8. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

DATED this 19<sup>th</sup> day of July, 2017.

**GRANTOR:**

  
\_\_\_\_\_  
RUSSELL A. VOGT

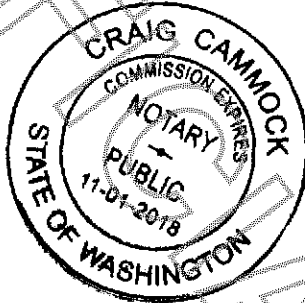
  
\_\_\_\_\_  
MELODIE A. VOGT

**GRANTEE:**

  
\_\_\_\_\_  
RUSSELL A. VOGT

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that RUSSELL A. VOGT is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: July 19, 2017

(Signature)

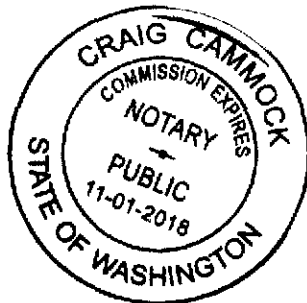
NOTARY PUBLIC  
**CRAIG CAMMOCK**

Print Name of Notary

My appointment expires: 11-1-18

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that MELODIE A. VOGT is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: July 19, 2017

(Signature)

NOTARY PUBLIC  
**CRAIG CAMMOCK**

Print Name of Notary

My appointment expires: 11-1-18