



201910010041

10/01/2019 11:25 AM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 01 2019

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

**ADDENDUM AND CORRECTION TO EASEMENT  
FOR INGRESS EGRESS AND UTILITIES**

<b>GRANTORS:</b>	TAMARA J. SWANSON-TOYAMA, JEFFREY SWANSON, KIRBY SWANSON AND DEAN SWANSON.	
<b>GRANTEES:</b>	BRUCE ROBERT HEDLUND AND SUZANNE MARIE HEDLUND, husband and wife; and BRIAN R. HEDLUND AND LISA L. HEDLUND, husband and wife.	
<b>SERVIENT ESTATES:</b>	<b>Parcel Numbers:</b>	P22936, P22915, P22932, P22908
<b>DOMINANT ESTATES:</b>	<b>Parcel Number:</b>	P116983, P20719

In consideration for the GRANTEES BRUCE R. HEDLUND AND SUZANNE M. HEDLUND, husband and wife, and BRIAN R. HEDLUND AND LISA L. HEDLUND, husband and wife, purchasing grantee Tamara J. Swanson-Toyama's interest in the "Dominate Estate" or benefitted parcels, Skagit County Parcels P116983 and P20719, and in consideration of mutual covenant contained herein, and other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged as sufficient, GRANTORS TAMARA J. SWANSON-TOYAMA, JEFFREY SWANSON, KIRBY SWANSON AND DEAN SWANSON, the owners of the "Servient Estates" or burdened parcels, Skagit County Parcels P22936, P22915, P22932, P22908, all of which are legally described in attached Exhibit A, hereby add a provision for an easement for utilities and correct a scrivener's error to an existing easement, contained in the "Deed of Gift" dated November 20, 1991, and recorded under Skagit County Auditor's file number 9202140047 ("the Easement" herein), as follows:

**I. CORRECTION TO EXISTING EASEMENT:**

**The Easement was recorded on the Deed of Gift dated November 20, 1991 and recorded on February 14, 1992 under Skagit County Auditor's File Number 9202140047, and read as follows:**

A 20 foot wide non-exclusive easement for ingress and egress, the centerline of which is described below and runs across portions of Section 30, Township 34 North, Range 3 East, W.M. and of Section 25, Township 34 North, Range 3 East of W.M.

Beginning at the intersection of the West right-of-way line of the Flats County Road with the South line of the North 140 feet of Government Lot 6 of said Section 30; thence West parallel with the said South line of Government Lot 6, a distance of 238 feet, more or less, to the centerline of an existing private roadway which runs North near and roughly parallel with the East line of a barn existing on March 16

1990; thence North along the centerline of said existing private roadway a distance of 239 feet, more or less, to the intersection with the centerline of an East/West private roadway existing on March 16, 1990; thence westerly along the centerline of said East/West private roadway as it runs westerly to "Little Slough"; thence continuing westerly (the centerline being 10 feet northerly from and following the northerly shoreline of "Little Slough") to a point on a line which lies parallel with and 20 feet West of the East line of Government Lot 3 of said Section 25.

This easement is appurtenant to said Government Lots 3 and 4 of Section 25, Township 34 North, Range 2, EWM.

**The Easement should be corrected to read as follows, with the amended text being in bold:**

A 20 foot wide non-exclusive easement for ingress and egress, the centerline of which is described below and runs across portions of Section 30, Township 34 North, Range 3 East, W.M. and of Section 25, Township 34 North, **Range 2 East** of W.M.

Beginning at the intersection of the West right-of-way line of the Flats County Road with the South line of the North 140 feet of Government Lot 6 of said Section 30; thence West parallel with the said South line of Government Lot 6, a distance of 238 feet, more or less, to the centerline of an existing private roadway which runs North near and roughly parallel with the East line of a barn existing on March 16 1990; thence North along the centerline of said existing private roadway a distance of 239 feet, more or less, to the intersection with the centerline of an East/West private roadway existing on March 16, 1990; thence westerly along the centerline of said East/West private roadway as it runs westerly to "Little Slough"; thence continuing westerly (the centerline being 10 feet northerly from and following the northerly shoreline of "Little Slough") to a point on a line which lies parallel with and 20 feet West of the East line of Government Lot 3 of said Section 25.

This easement is appurtenant to said Government Lots 3 and 4 of Section 25, Township 34 North, **Range 2 East, W.M.**

**II. ADDITION OF UTILITIES TO EXISTING EASEMENT**

In addition to the above noted correction, the GRANTORS TAMARA J. SWANSON-TOYAMA, JEFFREY SWANSON, KIRBY SWANSON AND DEAN SWANSON hereby convey to the GRANTEES, BRUCE ROBERT HEDLUND AND SUZANNE MARIE HEDLUND, husband and wife; and BRIAN R. HEDLUND AND LISA L. HEDLUND, husband and wife, a perpetual, non-exclusive Easement over, under, and across the Easement area for purposes of the installation, repair, replacement, and maintenance of any and all utilities.

**III. ADDITIONAL AGREEMENTS**

1. If Tamara J. Swanson-Toyama does not convey her interest in Skagit County Parcels P116983 and P20719 to the GRANTEES, this document shall have no force or effect, even if signed by all GRANTORS and recorded.
2. Any identifiable, material damage to the Easement area caused by the installation or maintenance of utilities shall be promptly repaired and the cost borne solely by the party installing the utility.

3. GRANTEES and GRANTORS shall share in the maintenance of the easement on the basis of the percentage of their use. Neither the GRANTEES or GRANTORS shall have an obligation to make any improvements to the easement area.
4. GRANTORS shall be responsible for providing protection of the subject Easement area from any new encroachment by building, construction, or other utilities that adversely affect the use by GRANTEES of the Easement area for the purposes contained herein. If the GRANTEES discover an existing encroachment, the GRANTORS and GRANTEES agree to work in good faith to find a reasonable alternate route for the easement.
5. The GRANTORS make no warranty to the GRANTEES regarding whether Federal, State or County regulations would allow utilities in the Easement area or any nature of development that the GRANTEES may have contemplated or planned on the dominant estates. The Easement is only intended to provide access for utilities to the extent allowed by relevant law and regulation.
6. The GRANTORS make no warranty of seisin, encumbrances, quiet enjoyment, paramount title or further assurances. The conveyance of the Easement contained in this instrument shall run with the land and be binding upon all parties asserting or acquiring any right, title, or interest in the Easement area described herein or any part thereof, and shall inure to the benefit of each owner hereof and shall be interpreted in the same manner as a quitclaim deed insofar as the laws governing quitclaim deeds may be applied to easements.
7. The GRANTORS and GRANTEES, by accepting and recording this Easement, do not intend for their interests in the Benefited Parcel and/or the Burdened Parcel to merge with this Easement, and the interest in this Easement shall hereafter remain separate and distinct. The Easement shall not terminate by any merger of ownership unless the GRANTORS and GRANTEES agree otherwise and record evidence of such agreement with the Skagit County Auditor.
8. The parties agree to exercise their best efforts in good faith to resolve problems associated with this Easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to first submit such dispute to mediation in Skagit County before an agreed mediator to be held within sixty (60) days of a party's written request for mediation; and if mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorney's fees.
9. This Easement may not be modified or amended except by written agreement signed and acknowledged by the parties.
10. The invalidity or unenforceability of any provision herein shall not affect or impair any other provisions hereof.

State of Washington )  
 ) S.S.  
County of Skagit )

Dated this 21 day of August 2019.

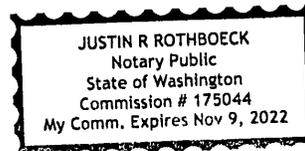
Tamara J. Swanson-Toyama  
Tamara J. Swanson-Toyama

I certify that I know or have satisfactory evidence that Tamara J. Swanson-Toyama is the person who appeared before me, that she acknowledged she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21<sup>ST</sup> day of August 2019.

Justin Rothboeck  
Signature

JUSTIN ROTHBOECK  
Print Name  
Notary Public in and for the State of Washington.  
Residing at ANACAPES Washington.  
My appointment expires 11/9/2022.



State of Washington )  
 ) S.S.  
County of Skagit )

Dated this 27 day of August 2019.

Dean Swanson  
Dean Swanson

I certify that I know or have satisfactory evidence that Dean Swanson is the person who appeared before me, that he acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27<sup>th</sup> day of August 2019.

Melissa H. Spradlin  
Signature

Melissa H. Spradlin  
Print Name  
Notary Public in and for the State of Washington.  
Residing at Redmond Washington.  
My appointment expires 03-13-2022.



State of Washington )  
 ) S.S.  
County of Skagit )

Dated this 26 day of August 2019.

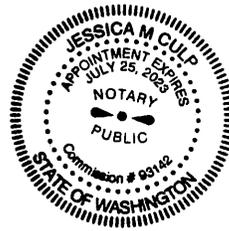
Jeffrey Swanson  
Jeffrey Swanson

I certify that I know or have satisfactory evidence that Jeffrey Swanson is the person who appeared before me, that he acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of August 2019.

Jessica M. Culp  
Signature

Jessica M. Culp  
Print Name  
Notary Public in and for the State of Washington.  
Residing at Skagit Washington.  
My appointment expires 7-25-23.



State of Washington )  
 ) S.S.  
County of Skagit )

Dated this \_\_\_\_ day of August 2019.

\_\_\_\_\_  
Kirby Swanson

I certify that I know or have satisfactory evidence that Kirby Swanson is the person who appeared before me, that he acknowledged he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of August 2019.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_ Washington.  
My appointment expires \_\_\_\_\_.

State of Florida )  
County of Broward ) S.S.

Dated this 30 day of Aug. 2019.

Kirby Swanson  
Kirby Swanson

I certify that I know or have satisfactory evidence that Kirby Swanson is the person who appeared before me, that he acknowledged he signed this instrument (the Addendum and Correction to Easement for Ingress Egress and Utilities) and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of Aug. September 2019.

Iris N. Cohen  
Signature

Iris N. Cohen  
Print Name

Notary Public in and for the State of Florida.

Residing at Tamarac Florida.

My appointment expires May 3, 2022

