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02/25/2020 08:57 AM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

After Recording Mail to:  
Olympic Pipe Line Company  
Right of Way Department  
2201 Lind Avenue SW Suite 270  
Renton, WA 98057

**Grantor:** Pamela Lynn Meinert  
**Grantee:** Olympic Pipe Line Company LLC,  
a Delaware limited liability company  
**Tax Parcel Numbers:** P20281 and P20283  
**Abbreviated Legal Description:** That portion of Government  
Lots 1 and 2 of Section 11, Township 34 N, Range 02 East,  
W.M., all in Skagit County, Washington  
**Related Documents:** AFN 652894 Vol 339D Page 406

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20201870  
FEB 25 2020

Amount Paid \$ 76.20  
Skagit Co. Treasurer  
By *Mh* Deputy

3676B-SK-20

**AMENDMENT TO EASEMENT FOR PIPELINE PURPOSES**

THIS AMENDMENT TO EASEMENT FOR PIPELINE PURPOSES (hereinafter "Amendment") is made and entered into as of the 18<sup>th</sup> day of February, 2020, by and between Pamela Lynn Meinert, as Grantor, (hereinafter referred to as "OWNER") and Olympic Pipe Line Company LLC, a Delaware limited liability company, successor by conversion to Olympic Pipe Line Company as Grantee (hereinafter referred to as "COMPANY").

WHEREAS, OWNER and COMPANY are parties to that certain Easement For Pipeline Purposes Contract between Melvin D. Stoner and Olympic Pipe Line Company, a Delaware corporation, dated May 15, 1964, filed for record on July 8, 1964, in Volume 339D at Page 406 as Auditor's File Number 652894, in the records of the auditor of Skagit County, Washington, (hereinafter referred to as the "Contract"), covering an easement for a pipeline as constructed by Grantee, through and under following described lands situated in Skagit County, State of Washington, to-wit:

Parts of lots 1 and 2, Section 11, Township 34 North, Range 2 East, W.M. bounded as follows:

On the South by the North line of lot "J" as shown on the map filed in the Clerk's office for Skagit County, Washington, in the file "In the Matter of the Estate of Reinzi E. Whitney, deceased"; on the East by a small slough, sometimes designated as "Bridge Slough"; on the West by the Easterly meander line of "Swinomish Slough"; on the North by the South line of the right of way of the State highway; EXCEPTING the following described portion thereof: Commencing on the South line of the State Highway at a point 1 rod West of where the State Highway intersects a small slough, which is approximately 870 feet East of the East meander line of the Swinomish Slough; thence West along the South line of said State Highway 870 feet to the true point of beginning;

thence East along the said South line of the State Highway 185 feet; thence South 150 feet; thence West to the East meander line of said Swinomish Slough; thence North along said meander line to point of beginning.

Said line shall be constructed over and across said premises on the following described route:

Beginning at a point on the Westerly line of the above described property, said point of beginning being located 620 feet, more or less, South along said line from the Southerly right-of-way line of State Highway No. 1, thence South 87° 33' 02" East a distance of 103 feet to a point, thence South 79° 37' 02" East a distance of 304 feet to the easterly line of said property.

It is further understood and agreed that the right-of-way shall be 50 feet in width during the period of construction, which shall be reduced to a 30 foot width which shall be 15 feet to each side of the route on which the pipeline is laid.

WHEREAS, pursuant to the Contract, a pipeline was constructed (said pipeline referred to as "Existing Pipeline") and installed on, over, across and through the above described original easement property and is presently maintained and operated as part of the pipeline system of COMPANY; and,

WHEREAS, OWNER acquired the above-described property subject to a Personal Representative Deed dated July 21, 2017 and recorded on December 5, 2017 as Auditor's File Number 201712050037, in the records of the auditor of Skagit County, Washington.

WHEREAS, OWNER warrants she is the current owner of the original easement property; and,

WHEREAS, the parties wish to amend certain terms and provisions of the Contract as stated herein; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OWNER and COMPANY hereby amend the Contract in the following respects only:

1. OWNER warrants and conveys unto COMPANY, its successors and assigns additional easement area, said additional easement to be twenty-five (25) feet in width, adjacent and abutting to the existing fifteen (15) feet of easement on the southern side of the Existing Pipeline resulting in an easement width of forty (40) feet on the southern side of the Existing Pipeline and resulting in a total amended easement width of fifty-five (55) feet.
2. COMPANY will take all reasonable precautions to minimize damage to OWNER'S property while COMPANY is performing the work activities.
3. OWNER acknowledges that in the normal course of the work activities some damage may occur to OWNER'S property. COMPANY shall be responsible, at its sole cost, to repair or

correct such damage caused by COMPANY, its consultants and its subcontractors to the reasonable satisfaction of OWNER, restoring OWNER'S property to substantially the same condition as it was prior to commencement of the work activities.

4. COMPANY agrees to indemnify, defend and hold OWNER harmless from any environmental contamination and third party causes of action which arise out of the negligence of COMPANY, its consultants and subcontractors except to the extent such contamination or causes of action result from a negligent act or omission of OWNER including their employees, agents or invitees.

**THE ENTIRE AGREEMENT OF THE PARTIES IS SET FORTH IN THIS AMENDMENT AND IN THE CONTRACT AS AMENDED HEREBY. EXCEPT AS HEREIN PROVIDED, ALL THE TERMS AND PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**THE PARTIES HERETO MUTUALLY AGREE THAT NOTHING HEREIN SHALL BE DEEMED TO BE A WAIVER OF ANY RIGHTS OR AN ADMISSION BY EITHER PARTY OF ANY LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY ENVIRONMENTAL CONDITIONS ON OWNER'S PROPERTY.**

**THE TERMS, CONDITIONS AND PROVISIONS OF THIS CONTRACT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, GRANTEEES, SUCCESSORS OR ASSIGNS OF THE PARTIES HERETO. THIS CONTRACT MAY BE ASSIGNED IN WHOLE OR IN PART.**

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

  
  
\_\_\_\_\_  
Pamela Lynn Meinert

OWNER:

COMPANY:

OLYMPIC PIPE LINE COMPANY LLC,  
a Delaware limited liability company

  
\_\_\_\_\_  
Marc Horn, President

ACKNOWLEDGEMENT OF INDIVIDUAL

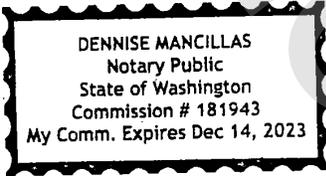
STATE OF WASHINGTON, )  
 ) SS  
COUNTY OF SKAGIT )

On this day personally appeared before me Pamela Lynn Meinert, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same of her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18<sup>th</sup> day of February, 2020

*Dennise Mancillas*  
Notary Public in and for the State of Washington

My Commission expires: 12-14-2023



ACKNOWLEDGMENT OF AUTHORIZED PERSON

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Marc Horn is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President, Olympic Pipe Line Company LLC, a Delaware limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on this 24<sup>th</sup> day of February, 2020.

Joseph A. Stone  
Signature of Notary  
Notary Public in and for the County of King  
State of Washington.  
My Commission Expires: August 22, 2021

