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12/07/2020 10:59 AM Pages: 1 of 5 Fees: \$107.50  
Skagit County Auditor

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY 81  
DATE 12-7-20

**AFTER RECORDING MAIL TO:**  
Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, Washington 98104

**FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT**

This First Amendment to Reciprocal Easement Agreement (this "Amendment"), is effective as of the 27<sup>th</sup> day of October, 2020, ("Effective Date") by and between WEYERHAEUSER COMPANY, a Washington corporation ("Weyerhaeuser") and the CITY OF SEATTLE, a Washington municipal corporation, acting through its City Light Department ("Grantee"). Weyerhaeuser and Grantee are sometimes referred to herein individually as a "Party", and collectively as, the "Parties".

**RECITALS**

WHEREAS, Weyerhaeuser and Grantee are parties to that certain Reciprocal Easement Agreement (the "Easement"), effective March 26, 2018, recorded April 13, 2018, under Recording No. 201804130007, records of Skagit County, Washington

WHEREAS, Weyerhaeuser and Grantee now desire to amend the Easement to add access over the 4105 Road pursuant to the terms and conditions set forth in this Amendment.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The Easement is hereby amended to allow the Grantee access over the 4105 Road being located in a portion of Government Lot 7 in Section 14, Township 35 North, Range 7 East, Skagit County, Washington as depicted on the attached Exhibit A.

2. The recitals set forth above constitute an integral part of this Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein.

3. Any capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Easement.

4. All remaining terms and conditions of the Easement not specifically modified by the terms of this Amendment shall continue in full force and effect.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, this Amendment is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.



WEYERHAEUSER COMPANY

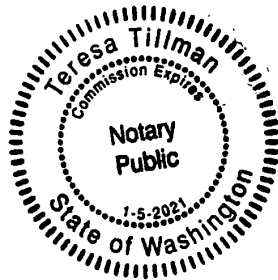
By: Diane M. Meyers  
Name: Diane M. Meyers  
Its: Vice President

STATE OF WASHINGTON )

)ss

COUNTY OF KING )

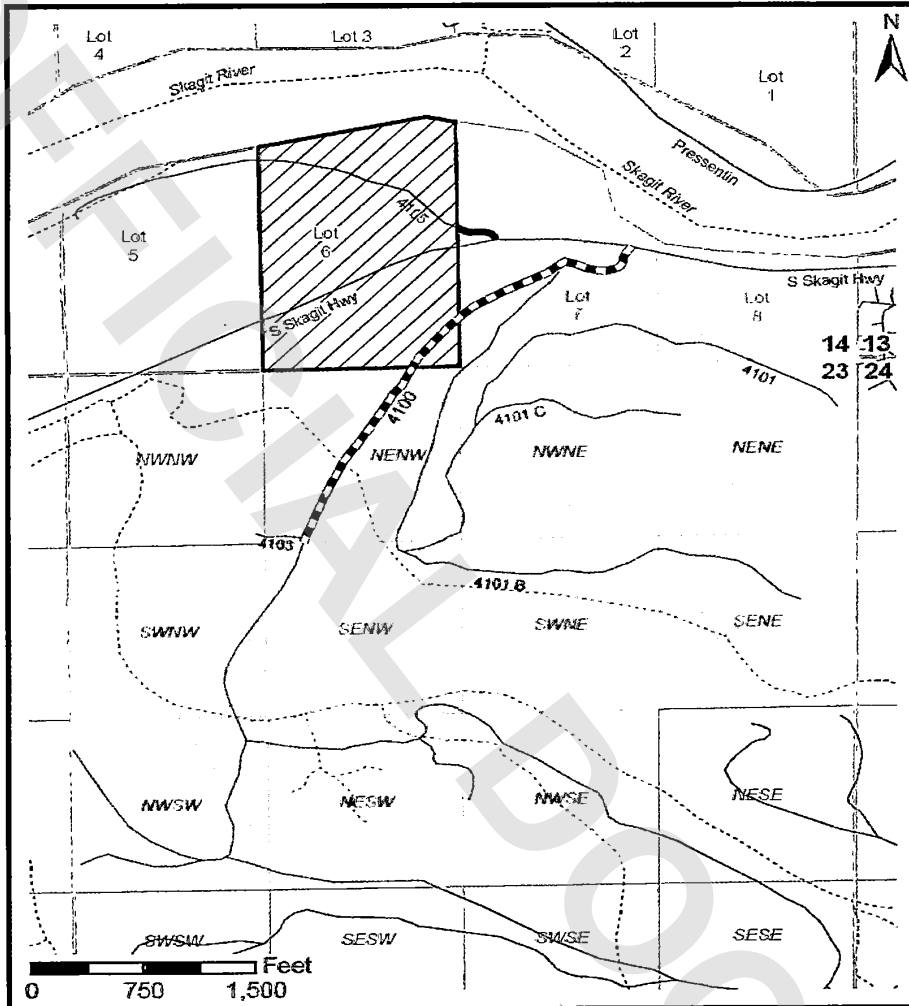
Personally appeared before me, the undersigned authority in and for said county and state, on this 27<sup>th</sup> day of October, 2020, within my jurisdiction, the within named Diane M. Meyers, who acknowledged that s/he is Vice President of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed s/he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Teresa Tillman  
Notary Public for the State of Washington  
Print Name: Teresa Tillman  
Residing at: King County  
My appointment expires: Jan. 05, 2021  
License # 189463



EXHIBIT A



- Access Route
- Mainline
- Weyerhaeuser Property
- City of Seattle Property
- Section Line
- Roads
- Rivers, Streams, Creeks

Township 35 North, Range 7 East  
Skagit County, WA



LT Dept - nilesa - 8/25/2020  
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