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Skagit County Auditor

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REQUEST OF/RETURN TO:

SKAGIT LAW GROUP, PLLC
P.O. Box 336
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 08 2021

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

AMENDED AND RESTATED EASEMENT

Referenced Documents:	201010120101
Grantor (s)	BEVERLY M. TENNESON , a single woman; and MARK W. TENNESON , as Custodian fbo SARA R. TENNESON , to age 21 under UTMA, RCW 11.114
Grantee (s)	MARK W. TENNESON and KIM J. TENNESON , husband and wife
Abbreviated Legal:	
Grantors' Parcel:	S 330FT OF W 660FT OF N1/2 NE1/4 NE1/4 30-35-5 EWM
Grantee's Parcel:	S 330FT OF N1/2 NE1/4 NE1/4 30-35-5 EWM, EXC W 660FT
Additional Legal on page(s):	Exhibits A & B
Assessor's Tax Parcel Nos.:	P40431 / 350530-1-004-0002 P40430 / 350530-1-003-0110

THIS AGREEMENT is made and entered into this 8th day of June, 2021, by **BEVERLY M. TENNESON**, a single woman, and **MARK W. TENNESON**, as Custodian fbo **SARA R. TENNESON** to age 21 under UTMA, RCW 11.114 ("Grantors"), and **MARK W. TENNESON** and **KIM J. TENNESON**, husband and wife ("Grantees").

WHEREAS, GRANTORS are the owners of the following described real property located in Skagit County, Washington:

(See Exhibit "A" attached hereto and incorporated herein by reference); and

WHEREAS, GRANTEES are the owners of the following described real property

located in Skagit County, Washington:

(See Exhibit "B" attached hereto and incorporated herein by reference).

GRANT OF EASEMENT

NOW THEREFORE, Grantors, in consideration of the mutual covenants contained herein, and love and affection, establish, give, grant, warrant and convey to Grantees, including any after acquired title, the following described easement:

UTILITIES EASEMENT:

Description of Easement

A non-exclusive, perpetual easement over, under and across the easement area defined below for the purpose of running utilities from Fruitdale Road across real property owned by Grantors to real property owned by Grantee, provided any new utilities be placed underground.

Easement Area

The south sixteen feet (16') of the South 330 feet of the West 660 feet of the N ½ of the NE ¼ of the NE ¼ of Section 30, Township 35 North, Range 5 East, W.M. (also known as Parcel 40431, and referred to herein as "Easement Area").

That certain Easement dated October 11, 2010, and recorded October 12, 2010, under Skagit County Auditor's File Number 201010120101, is hereby terminated in its entirety and is superseded and replaced by this Easement.

GENERAL:

In the event that either Grantors or Grantee cause identifiable damage to the road or utilities in the Easement Area, then the party causing such damage shall, as soon as is reasonably possible, immediately restore the road and/or utilities to as good or better condition as they were in prior to the damage.

No vehicles or any other item(s) shall be placed in the Easement Area that would prevent, delay or limit access across the Easement Area to the property of either Grantee or Grantor.

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 Grantors' property, the Grantee's property, the Grantors, the Grantee, the parties' 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.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof. This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

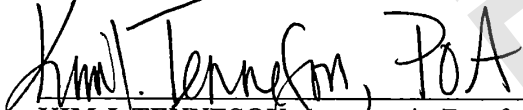
If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party, in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal, or post judgment matters.


The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTORS:


KIM J. TENNESON, Attorney-in-Fact for
BEVERLY M. TENNESON, under Durable
Power of Attorney dated
October 5, 2017


MARK W. TENNESON, as Custodian
for SARA J. TENNESON to age 21,
under UTMA, RCW 11.114

GRANTEES:


MARK W. TENNESON


KIM J. TENNESON

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **KIM J. TENNESON** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Attorney in Fact for **BEVERLY M. TENNESON**, under Durable Power of Attorney dated October 15, 2017, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 8, 2021.



Rachel J. Franulovich
 (Signature)
 NOTARY PUBLIC
 RACHEL FRANULOVICH
 Print Name of Notary
 My appointment expires: 11-09-2021

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **MARK W. TENNESON** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Custodian for **SARA J. TENNESON**, to age 21, under UTMA, RCW 11.114, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 8, 2021.



Rachel J. Franulovich
 (Signature)
 NOTARY PUBLIC
 RACHEL FRANULOVICH
 Print Name of Notary
 My appointment expires: 11-09-2021

[illegible]

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

Dated: June 8, 2021.




(Signature)

NOTARY PUBLIC
RACHEL FRANULOVICH

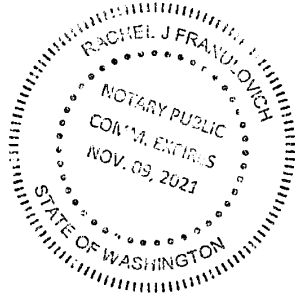
Print Name of Notary

My appointment expires: 11-09-2021

[illegible]

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

Dated: June 8, 2021.



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(Signature)
NOTARY PUBLIC

~~RACHEL FRANULOVICH~~

Print Name of Notary

My appointment expires: 11-09-2021

Exhibit "A"

The South 330 feet of the West 660 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 5 East, W.M., EXCEPT road right of way.

Situate in the County of Skagit, State of Washington.

Exhibit "A"

Exhibit "B"

The South 330 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 5 East, W.M.,

EXCEPT the West 660 feet thereof.

Situate in the County of Skagit, State of Washington.

Exhibit "B"