

Filed for Record at Request of:  
Law Offices of Gregory E. Thulin, PS  
2200 Rimland Drive, Suite 115  
Bellingham, WA 98226

**Grantor:** David J. & Diana L. Richardson  
**Grantee:** David J. & Diana L. Richardson  
**Ref. Related Doc:** 201803280007  
**Abbreviated legal:** Ptn. Gov. Lot 2, S17, T34N, R2E  
**Tax Parcel Nos:** P20374 & P20379  
**Full Legal:** Pages 6-10

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Josie L. Bear  
DATE 08/16/2021

---

### AMENDED EASEMENT

---

THIS AMENDED EASEMENT, is effective this 16<sup>th</sup> day of August, 2021, and is by and between David J. Richardson and Diana L. Richardson, husband and wife (collectively "Richardson").

### RECITALS

- A. Richardson is the owner of real property and improvements legally described in Exhibit "A" attached hereto and incorporated herein ("Parcel A").
- B. Richardson is also the owner of the real property and improvements legally described in Exhibit "B" attached hereto and incorporated herein ("Parcel B").
- C. Parcel A and Parcel B are adjacent to each other.
- D. There currently exists an easement for ingress, egress and utilities fifteen (15') feet in width over and across a portion of Parcel A as depicted in Skagit County Auditor's File No. 201803280007 (hereinafter "Common Easement").
- E. Richardson desires to move a small portion of the Common Easement for the benefit of Parcel B.

F. The Common Easement does not have maintenance, repair and replacement provisions. Richardson desires to amend the Common Easement by adding such provisions, subject to the terms and conditions herein.

NOW, THEREFORE, Richardson agrees as follows:

**AMENDMENT OF COMMON EASEMENT**  
**Location and Maintenance Provisions**

Richardson amends the Common Easement by adding the following provisions:

1. **Location.** The Common Easement shall be located over the North 15' of Parcel A, as described and depicted in that survey filed under Skagit County Auditor's File No. 201803280007, except that it shall be amended so that it turns Southeasterly to connect with the Northwesterly 15' of Parcel B, as depicted on Exhibit "C" attached hereto and incorporated herein.

2. **Maintenance.**

a. **Road.** The costs to maintain, repair and improve the road within the Common Easement shall be borne equally by the owners of Parcel A and the owners of Parcel B, subject to the provisions of paragraph 3 herein.

b. **Utilities.** The cost to install, maintain, repair and improve the utilities solely serving either Parcel A or Parcel B shall be borne solely by the owners of such property that benefits from such utilities, subject to the terms of Paragraphs 3 and 5 herein. Any installation, maintenance and repair of shared utilities shall be shared equally between the owners of Parcel A and the owners of Parcel B.

c. **Extraordinary Use.** The owner or owners of each property shall be separately responsible to repair, and for the costs thereof, of any damage caused to the Common Easement area as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal residential traffic. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining property owner may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth in paragraph 4 herein.

3. **Notice.**

a. **Repairs and Maintenance.** Prior to any one party commencing repairs or maintenance to the Common Easement, notice shall be provided to the other party that has an ownership interest in Parcel A and/or Parcel B. The notice shall contain an estimated cost of the repair or maintenance and a timeline for the work to occur. Upon

receipt of such notice, the party receiving the notice shall have twenty (20) calendar days to make objection to such proposed maintenance or repair. Objections shall be limited to good faith dispute about whether such cost of the proposed maintenance or repair is excessive and/or the proposed maintenance or repair is unnecessary. If the objection is on the cost, the party objecting must provide an alternate estimate for the exact same proposed maintenance or repair that is a lesser amount. If the objection is based upon a good faith argument that the proposed maintenance or repair is unnecessary, then the party proposing the work may proceed, but at its sole cost and expense. If the objection is based upon the cost and the objecting party provides a lesser estimate, the work shall commence on such lesser estimate and the parties shall share equally in the cost. If the objection is based upon the cost and the objecting party does not provide a lesser estimate, or an estimate that does not include the same proposed maintenance or repair, the original proposal and cost shall proceed and the parties shall share equally in the cost. If the party receiving notice fails to object prior to the expiration of twenty (20) calendar days, then the party making the proposal shall proceed with the proposed maintenance or repair and the parties shall share equally in the cost. "Maintenance or repair" as used herein shall not mean ordinary repairs and typical maintenance to the Common Driveway that do not exceed a total cost of \$250.00 (i.e. re-graveling, grading and filling of "pot holes), as long as the width and length remain the same or substantially similar.

b. **Improvements:** Prior to any one party commencing improvements to the Common Easement area, notice shall be provided to the other party that has an ownership interest in Parcel A and/or Parcel B. The notice shall contain an estimated cost of the improvement and a timeline for the improvement to occur. Before the improvement is installed and the cost shared equally, there shall be unanimous consent between the owners of Parcel A and the owners of Parcel B. The parties shall act in good faith in discussing and agreeing upon proposed improvements. If the parties cannot agree, any one owner may perform the proposed improvement at their own cost, including any ongoing cost associated with such improvement (i.e. electric bill for lights along driveway).

c. **Utilities.** Prior to the owner of Parcel B performing any installation, maintenance or repairs to the utilities serving Parcel B, notice shall be provided to the owner of Parcel A. The notice shall contain a description of the work to occur and the proposed date(s).

4. **Enforcement.** It is hereby agreed that should either owner fail to pay their respective share of any costs to improve, repair or maintain the Common Easement area, the remaining owner may pay for the non-paying owner's share. In such event, the paying owner shall have a lien against the non-paying owner's real property and improvements. The lien arising under this section may be enforced judicially by the paying property owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying property owner or their authorized representative shall have the power to purchase the non-paying owner's real property and improvements at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial

foreclosure action, the period of redemption shall be eight months. The paying owners may elect to take a deed in lieu of foreclosure in any such proceeding.

5. **Hold Harmless and Repair.** The owners of Parcel B agree to defend, indemnify and hold harmless the owners of Parcel A from any claims brought by third parties as a result of any installation, maintenance and repair of utilities serving Parcel B within the Common Easement area. Further, the owners of Parcel B agree to promptly repair and put the Common Easement area back in substantially the same condition as it was prior to performing installation, maintenance and/or repairs to the utilities serving Parcel B.

6. **Binding Effect.** This Easement and the terms contained herein shall be perpetual and shall be a covenant running with the land for the mutual benefit of Parcel A and Parcel B. This Easement shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

7. **Litigation.** In the event any action is brought by either party to enforce the terms of this Easement, or for damages resulting from a breach of this Easement, prevailing party in such action shall be entitled to reasonable attorneys' fees and costs.

8. **Integration.** This Easement contains all of the agreements, representations, warranties, and understandings of the parties and all prior dealings of the parties are merged herein. This Easement may not be amended, changed or revised in any respect except in writing and signed by the party to be charged.

9. **Applicable Law.** This Easement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

10. **Consideration.** There is no monetary consideration to be paid by any party hereto to any other party.

11. **Counterparts.** This Easement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day, month, and year first above written.

RICHARDSON:



David J. Richardson

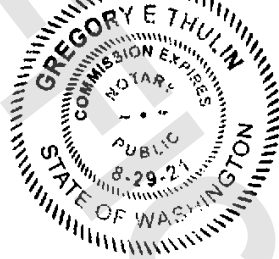


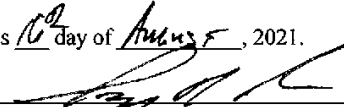
Diana L. Richardson

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF SKAGIT        )

On this day personally appeared before me David J. Richardson and Diana L. Richardson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 16<sup>th</sup> day of August, 2021.



  
Notary Public in and for the State of Washington

Print name: GREGORY E. THULIN

My commission expires: 8-29-21

**EXHIBIT "A"****Legal Description of Parcel A**

That portion of Section 17, Township 34 North, Range 2 East, W.M., described as follows:

The South 100 feet of Government Lot 1 and the South 100 feet of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , lying Easterly of Gibraltar County Road as conveyed to the County by deed recorded January 12, 1939, under Auditor's File No. 30919.

Except that portion of Government Lot 1, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of Government Lot 1, as shown on that certain record of survey map recorded under Skagit County Auditor's File No. 200302040068; thence South  $88^{\circ}36'09''$  East along the South line of said Government Lot 1 for a distance of 50.00 feet to the True Point Of Beginning; thence North  $1^{\circ}04'54''$  East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, perpendicular to the South line of said Government Lot 1; thence South  $88^{\circ}36'09''$  East along said North line for a distance of 357.04 feet; thence South  $1^{\circ}04'54''$  West for a distance of 85.00 feet, more or less, to the South line of said Government Lot 1 at a point bearing South  $88^{\circ}36'09''$  East from the True Point of Beginning; thence North  $88^{\circ}36'09''$  West along said South line for a distance of 357.04 feet, more or less, to the True Point of Beginning.

Together with:

Parcel A:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per the plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North  $87^{\circ}39'30''$  West along the North line of said Lot 1 for a distance of 137.87 feet; thence North  $1^{\circ}04'54''$  East for a distance of 311.38 feet, more or less, to the North line of said Government Lot 2 as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; thence South  $88^{\circ}36'09''$  East along said North line for a distance of 106.85 feet, more or less, to the Northerly projection of the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex" recorded in Volume 9 of Plats, Pages 9 and 9  $\frac{1}{2}$ , records of Skagit County Auditor, at a point bearing North  $4^{\circ}33'30''$  West from the Point of Beginning; thence South  $4^{\circ}33'30''$  East along said Westerly right-of-way margin, or margin extended, or Jura Way, for a distance of 315.35 feet, more or less, to the Point of Beginning.

Parcel B:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described

as follows:

Commencing at the Northeast corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 4°33'30" West along the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex", recorded in Volume 7 of Plats, Pages 9 and 9 ½ for a distance of 152.18 feet to an intersection with the Westerly extension of Lot 1 said "Plat of Gibraltar Annex" and being the True Point of Beginning; thence continue North 4°33'30" West for a distance of 7.60 feet, more or less, to the North line of said Government Lot 2, as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; Thence South 88°36'09" East along said North line for a distance of 196.1 feet, more or less, to shoreline of Similk Bay; thence South 3°16'57" East along said shoreline to an intersection with the Easterly projection of the North line of said Lot 1, "Plat of Gibraltar Annex" at a point bearing South 88°04'30" East from the True Point of Beginning; thence North 88°04'30" West along said North line of Lot 1, "Plat of Gibraltar Annex", or North line extended for a distance of 196.1 feet, more or less, to the True Point of Beginning.

The above-described tract will also contain any tidelands of the second class that are within the Easterly projection of the Northerly and Southerly lines described above.

SUBJECT TO a 15.00 foot wide mutually beneficial easement for ingress, egress and utilities, over, under and across portions of Government Lot 1 and the Northeast ¼ of the Northwest ¼ of Section 17, Township 34 North, Range 2 East, W.M., for the benefit of Skagit County Assessor's Parcel No. P-20379, described as follows:

Commencing at the Southwest Corner of said Government Lot 1; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, to the North line of the South 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1 and being the True Point of Beginning; thence South 88°36'04" East for a distance of 20.00 feet; thence North 1°04'54" East for a distance of 15.00 feet, more or less, to the North line of the South 100.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence North 88°36'09" West along said North Line of said Government Lot 1 and the North line of the South 100.00 feet of the Northeast ¼ of the Northwest ¼ of said Section 17, Township 34 North, Range 2 East, W.M., for a distance of 301.14 feet, more or less, to the Easterly right-of-way margin of Gibraltar Road, being a point on a non-tangent curve; thence along the arc of said curve to the left, along said Easterly right-of-way margin, having an initial tangent bearing of South 2°20'21" West, a radius of 1,402.40 feet, through a central angle of 0°36'46", an arc distance of 15.00 feet, more or less, to a point bearing North 88°36'09" West from the True Point of Beginning; thence South 88°36'09" East for a distance of 281.39 feet to the True Point of Beginning.

All being subject to and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situated in the County of Skagit, State of Washington.

**EXHIBIT "B"****Legal Description of Parcel B**

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per Plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 66°37'48" West, a distance of 248.61 feet; thence North 70°04'00" West, a distance of 64.47 feet to the Westerly line of said Government Lot 2; thence North along the West line of said Government Lot 2 to the North line of said Government Lot 2; thence East along said North line to the West line of the County Road; thence Southerly along said West line to the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1"; thence Westerly along said North line to the Point of Beginning.

Except the following described Parcels A and B:

Parcel A:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast Corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per the plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 87°39'30" West along the North line of said Lot 1 for a distance of 137.87 feet; thence North 1°04'54" East for a distance of 311.38 feet, more or less, to the North line of said Government Lot 2 as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; thence South 88°36'09" East along said North line for a distance of 106.85 feet, more or less, to the Northerly projection of the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex" recorded in Volume 9 of Plats, Pages 9 and 9 1/2, records of Skagit County Auditor, at a point bearing North 4°33'30" West from the Point of Beginning; thence South 4°33'30" East along said Westerly right-of-way margin, or margin extended, or Jura Way, for a distance of 315.35 feet, more or less, to the Point of Beginning.

Parcel B:

That portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Northeast corner of Lot 1 of "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County; thence North 4°33'30" West along the Westerly right-of-way margin of Jura Way as shown on the "Plat of Gibraltar Annex", recorded in Volume 7 of Plats, Pages 9 and 9 1/2 for a distance of 152.18 feet to an intersection with the Westerly extension of Lot 1 said "Plat of Gibraltar Annex" and being the True



Point of Beginning; thence continue North 4°33'30" West for a distance of 7.60 feet, more or less, to the North line of said Government Lot 2, as shown on that certain record of survey map recorded under Auditor's File No. 200302040068; Thence South 88°36'09" East along said North line for a distance of 196.1 feet, more or less, to shoreline of Similk Bay; thence South 3°16'57" East along said shoreline to an intersection with the Easterly projection of the North line of said Lot 1, "Plat of Gibraltar Annex" at a point bearing South 88°04'30" East from the True Point of Beginning; thence North 88°04'30" West along said North line of Lot 1, "Plat of Gibraltar Annex", or North line extended for a distance of 196.1 feet, more or less, to the True Point of Beginning.

The above-described tract will also contain any tidelands of the second class that are within the Easterly projection of the Northerly and Southerly lines described above.

Together with that portion of Government Lot 1, Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of Government Lot 1, as shown on that certain record of survey map recorded under Skagit County Auditor's File No. 200302040068; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet to the True Point of Beginning; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence South 88°36'09" East along said North line for a distance of 357.04 feet; Thence South 1°04'54" West for a distance of 85.00 feet, more or less, to the South line of said Government Lot 1 at a point bearing South 88°36'09" East from the True Point of Beginning; thence North 88°36'09" West along said South line for a distance of 357.04 feet, more or less, to the True Point of Beginning.

Also together with a 15.00 wide mutually beneficial easement for ingress, egress and utilities, over, under and across portions of Government Lot 1 and the Northeast ¼ of the Northwest ¼ of Section 17, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest Corner of said Government Lot 1; thence South 88°36'09" East along the South line of said Government Lot 1 for a distance of 50.00 feet; thence North 1°04'54" East parallel with the West line of said Government Lot 1 for a distance of 85.00 feet, more or less, to the North line of the South 85.00 feet (as measured perpendicular to the South line) of said Government Lot 1 and being the True Point of Beginning; thence South 88°36'04" East for a distance of 20.00 feet; thence North 1°04'54" East for a distance of 15.00 feet, more or less, to the North line of the South 100.00 feet (as measured perpendicular to the South line) of said Government Lot 1; thence North 88°36'09" West along said North Line of said Government Lot 1 and the North line of the South 100.00 feet of the Northeast ¼ of the Northwest ¼ of said Section 17, Township 34 North, Range 2 East, W.M., for a distance of 301.14 feet, more or less, to the Easterly right-of-way margin of Gibraltar Road, being a point on a non-tangent curve; thence along the arc of said curve to the left, along said Easterly right-of-way margin, having an initial tangent bearing of South 2°20'21" West, a radius of 1,402.40 feet, through a central angle of 0°36'46", an arc distance of 15.00 feet, more or less, to a point bearing North 88°36'09" West from the True Point of Beginning; thence South 88°36'09" East for a distance of 281.39 feet to the True Point of Beginning.

EXHIBIT "C"  
Amended Location of Easement Area

