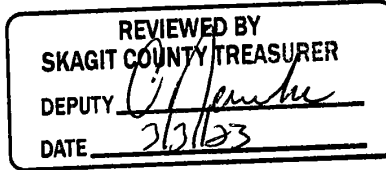




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03/31/2023 01:08 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

Filed for Record at Request of:



Reference number: 200702270127
Grantor: Craig A. Jones
Grantee: Thomas Aliotti
Abbreviated legal: a. S ½ of SE ¼ NE ¼ of S28, T36N, R3E W.M.
b. S ½ Gov. Lot 2, S28, T36N, R3E W.M.
Complete legal: Page 1 and 2 of document
Tax Parcel Number: a. P48460
b. P48449 & P48450

RESTATED EASEMENT

THIS RESTATED EASEMENT ("Amendment"), is effective this 29th day of March, 2023, and is by and between Craig A. Jones, a single individual ("Jones") and Thomas Aliotti, a married individual as his separate property ("Aliotti").

RECITALS

A. Jones is the owner of real property located at 4492 Chuckanut Drive, Bow, Skagit County, Washington and legally described as follows:

The Northeast Quarter of the Southeast Quarter of Section 28, Township 36 North, Range 3 East of the Willamette Meridian; Together with the East 300 feet of Government Lot 3; EXCEPT from all of the above, all road, ditch and dike rights-of-way and those portions conveyed to the Drainage District No. 18 by Deed recorded September 24, 1936, in Volume 170 of Deeds, Page 278 and by Deeds recorded April 17, 1946, under Auditor's File No. 390770 and 290771, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Tax Parcel Number: P48460

Hereinafter "Jones Property".

B. Aliotti is the owner of real property located at 4508 Chuckanut Drive, Bow, Skagit

County, Washington and legally described as follows:

A parcel of land located in Section 28, Township 36 North, Range 3 East, W.M., records of Skagit County, Washington, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 3 in said Section 28; Thence East along the South line of Government Lot 3, a distance of 2076 feet, more or less, to the West line of the East 300 feet of Government Lot 3; Thence North along the West line of the East 300 feet, a distance of 1325 feet, more or less, to the South line of Government Lot 2; Thence East along the South line of Government Lot 2, a distance of 300 feet, more or less; Thence North and parallel with the East line of Government Lot 2, a distance of 661 feet, more or less, to the North line of Government Lot 2 extended Eastward; Thence West along the North line of Government Lot 2, a distance of 1382 feet, more or less, to the Northwest corner of said Government Lot 2; Thence Southerly along the Westerly line of said Government Lot 2 and 3, to the true point of beginning.

Situate in Skagit County, Washington.

Tax Parcel Numbers: P48449 & 48450

Hereinafter "Aliotti Property".

C. The Aliotti Property is located immediately west of the Jones Property.

D. Jones' predecessor in interest to the Jones Property executed a quit claim deed to Aliotti of an easement for ingress, egress and utilities, recorded under Skagit County Auditor's File No. 200702270127 (hereinafter "Original Easement").

E. The Original Easement lacks provisions for maintenance and upkeep, as well as specifying the property to be benefitted.

F. Both Jones and Aliotti desire to Amend and Restate the Original Easement by recording this Amendment, which will identify the Aliotti Property as the property benefitting from the easement and define maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual benefits inuring to each other, it is understood and agreed by and between the parties hereto, that the terms and conditions of the Original Easement are hereby amended and restated in their entirety as follows:

1. **Grant of Easement.** In consideration of the mutual covenants and conditions herein, Jones, as owner of the Jones Property, does hereby grant an easement over, under and across the Easement Area, the description and location of which is described in Paragraph 2 herein, for ingress, egress and utilities, for the benefit of the Aliotti Property.

2. **Description and Location of Easement.** The easement granted herein is thirty

feet (30') in width and is located over the North 30' of the East 145' of the Jones Property (hereinafter "Easement Area"). The location of the Easement Area is depicted on Exhibit "A" attached hereto and incorporated herein.

3. **Purpose.** The Easement is for the purpose of ingress, egress, utilities, maintenance and repair within the Easement Area for the benefit of the Aliotti Property.

4. **Maintenance.**

a. **Maintenance.** The costs to maintain, repair and improve the Easement Area shall be at the sole expense of the Aliotti Property, subject to the notice provisions of Paragraph 5 herein.

b. **Utilities.** The cost to install, maintain, repair and improve the utilities solely serving the Aliotti Property shall be borne solely by the owners of the Aliotti Property, subject to the notice provisions of Paragraph 5 herein.

5. **Notice.** Prior to the owner of the Aliotti Property performing any installation, maintenance or repairs to the Easement Area, notice shall be provided to the owner of the Jones Property. The notice shall contain a description of the work to occur and the proposed date(s).

6. **Hold Harmless and Repair.** The owners of the Aliotti Property agree to defend, indemnify and hold harmless the owners of the Jones Property from any claims brought by third parties as a result of any installation, maintenance and repair of the Easement Area.

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

8. **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.

9. **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.

10. **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.

11. **Consideration.** There is no monetary consideration exchanged between the parties for this Easement.

12. **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.

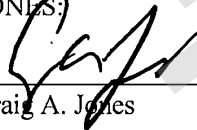
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day, month, and year first above written.

ALIOTTI:



Thomas Aliotti

JONES:




Craig A. Jones

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me Thomas Aliotti, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 29th day of March, 2023.



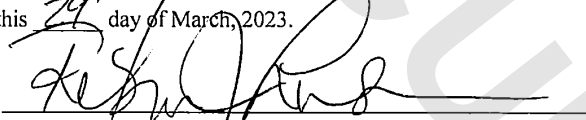

Notary Public in and for the State of Washington
Print name: REBECCA J LAWSON
My commission expires: 4.10.26

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Craig A. Jones to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 29th day of March, 2023.




Notary Public in and for the State of Washington
Print name: REBECCA J LAWSON
My commission expires: 4.10.26

