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06/16/2023 11:55 AM Pages: 1 of 14 Fees: \$216.50
Skagit County Auditor

PLEASE RETURN TO:
Monte Petersen
528 F and S Grade Rd
Sedro-Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 16 2023

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

UTILITY & STORMWATER EASEMENT AGREEMENT REVISION

Grantor(s): Monte R Petersen of 528 F and S Grade Rd, Sedro-Woolley, WA 98284

Grantee(s): Juan Magana & Emma D Magana of 18481 St Rt 9 SE, Mount Vernon, WA 98274
(Owners of 515 Debbie Dr.)
My H Valentine & Duc M Lam of 412 Cambridge St, Sedro-Woolley, WA 98284
(Owners of 511 Debbie Dr.)
Matthew J Lawson & Danielle Lawson of 513 Debbie Dr., Sedro-Woolley, WA 98284
(Owners of 513 Debbie Dr.)
Tobias Matthew Stiewing & Kimberly Ann Stiewing of 8312 172nd Pl NE Arlington, WA
(Owners of 509 Debbie Dr.)
Nicholas John Jensen of 512 Debbie Dr., Sedro-Woolley, WA 98284
(Owner of 512 Debbie Dr.)
Richard Knudsen & Amanda Anderson of 514 Debbie Dr., Sedro-Woolley, WA 98284
(Owners of 514 Debbie Dr.)
The City of Sedro-Woolley

P 135580

Abbreviated Legal: Lots 1-7 of PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092,
RECORDED UNDER AUDITOR'S FILE NO. 202105050092

Additional Legal on pages: 2 & 3, Exhibit A

THIS AGREEMENT is made on May 15th, 2023, by and between Monte R Petersen of 528 F and S Grade Rd, Sedro-Woolley, Washington 98284, hereinafter ("Grantor"), and Juan Magana & Emma D Magana of 18481 St Rt 9 SE, Mount Vernon, WA 98274 (owners of 515 Debbie Dr.); My H Valentine & Duc M Lam of 412 Cambridge St, Sedro-Woolley, WA 98284 (owners of 511 Debbie Dr.); Matthew J Lawson & Danielle Lawson of 513 Debbie Dr., Sedro-Woolley, WA 98284; Tobias Matthew Stiewing & Kimberly Ann Stiewing of 8312 172nd Pl NE Arlington, WA (owners of 509 Debbie Dr.); Nicholas John Jensen 512 Debbie Dr., Sedro-Woolley, WA 98284; Richard Knudsen & Amanda Anderson of 514 Debbie Dr., Sedro-Woolley, WA 98284 hereinafter ("Grantee").

Recitals

- A. The Grantor, Monte Petersen, is the owner of a certain real property 528 F and S Grade Rd, Sedro-Woolley, WA, and more fully described as follows: LOT 7 PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, (Servient Estate).
- B. The Grantee, Juan A Magana & Emma D Magana are owners of certain real property commonly known as 515 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 5, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, My H Valentine & Duc M Lam are the owners of certain real property commonly known as 511 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 6, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, Matthew J Lawson & Danielle Lawson are the owners of certain real property commonly known as 513 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 4, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, Tobias Matthew Stiewing & Kimberly Ann Stiewing are the owners of certain real property commonly known as 509 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 3, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, Nicholas John Jensen is the owner of certain real property commonly known as 512 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 1, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, Richard Knudsen & Amanda Anderson are the owners of certain real property commonly known as 514 Debbie Drive, Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 2, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, ("Dominant Estate").

The Grantee, City of Sedro-Woolley.

- C. The Grantor desires to revise and change (3) easements originally recorded May 5th, 2021, on the face of the map of the PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092. The easements listed as #5- Storm-water easement, #4 & #9 listed as Utility easements. This Easement Agreement will replace the easements #5, #4 & #9, granted on the face of the map of the Plat of Samish Estates. See Exhibit A for revised easement details.

1. Grant of Easement

For valuable consideration, Grantor previously granted to Grantee an easement on and across a portion of the Servient Estate: Lot 7 PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092. This document is meant to replace and extinguish the previous easement granted on the recorded Plat Map of Samish Estates.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by

14' & 16' UTILITY EASEMENT IN FAVOR OF LOTS 1-6 PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, RECORDS OF SKAGIT COUNTY, WASHINGTON, OVER, UNDER AND ACROSS PORTIONS OF LOT 7 OF SAID PLAT OF SAMISH HEIGHTS, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.; Tract A, & City of Sedro-Woolley,

A 12' STORMWATER EASEMENT IN FAVOR OF THE CITY OF SEDRO-WOOLLEY, Tract A, & LOTS 1-6, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, RECORDS OF SKAGIT COUNTY, WASHINGTON, OVER, UNDER AND ACROSS PORTIONS OF LOT 7 OF SAID PLAT OF SAMISH HEIGHTS, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.

SEE ATTACHED EXHIBIT A for more details.

3. Duration and Binding Effect

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties. This agreement may not be modified or amended except by written agreement signed and acknowledged by all parties.

4. Purpose of Easement

The easement will benefit the Grantees by

14' & 16' UTILITY EASEMENTS IN FAVOR OF THE CITY OF SEDRO-WOOLLEY, Tract A, & LOTS 1-6, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, RECORDS OF SKAGIT COUNTY, WASHINGTON, OVER, UNDER AND ACROSS PORTIONS OF LOT 7 OF SAID PLAT OF SAMISH HEIGHTS, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.;

A 12' STORMWATER EASEMENT IN FAVOR OF THE CITY OF SEDRO-WOOLLEY, Tract A, & LOTS 1-6, PLAT OF SAMISH ESTATES, PLAT NO. SW-LP-2019-092, RECORDED UNDER AUDITOR'S FILE NO. 202105050092, RECORDS OF SKAGIT COUNTY, WASHINGTON, OVER, UNDER AND ACROSS PORTIONS OF LOT 7 OF SAID PLAT OF SAMISH HEIGHTS, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.

SEE ATTACHED EXHIBIT A.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to providing utilities to the Grantee's property.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantee's Rights and Duties

Grantee shall have the duty to repair utilities within the easement should problems arise. Grantee shall at all times act so as to safeguard Grantor's property. If repairs of utilities are needed within the easement, Grantee shall have the duty to return the property to the state it was in before the repairs were done.

8. Entire Agreement

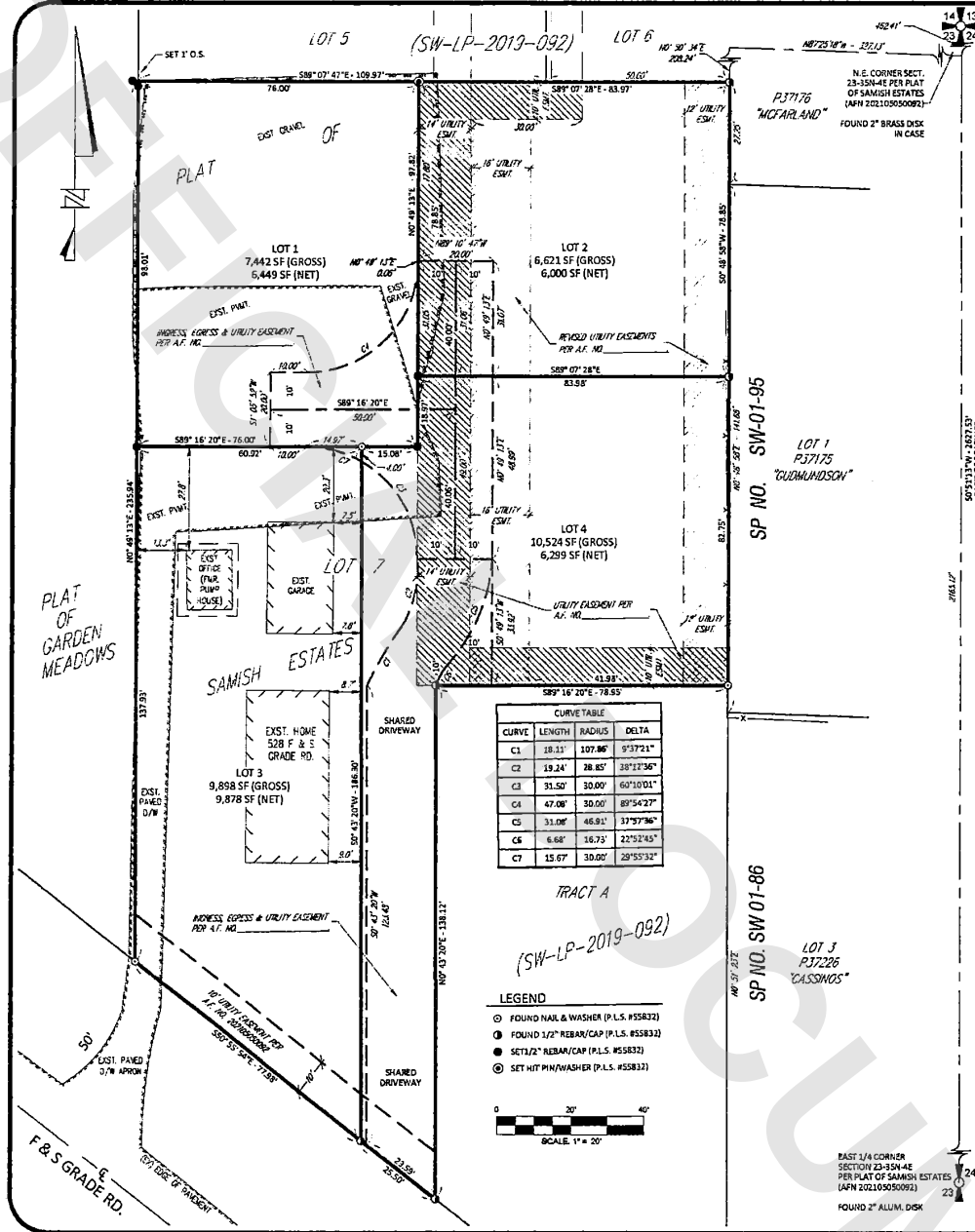
This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by all parties.

9. Attorney's Fees

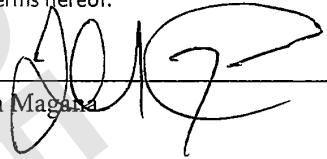
If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

EXHIBIT A

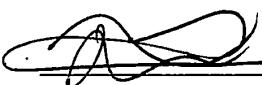
Revised Easements Shown Below:



The parties hereby acknowledge that they have read this document, understand its content and agree to be bound by the terms hereof.



Juan Magana



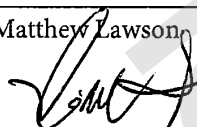
Emma Magana

SEE PAGE 7

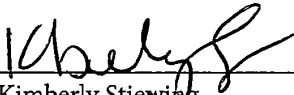
My H Valentine

SEE PAGE 7

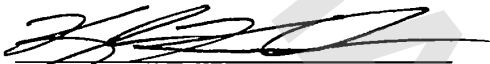
Duc M Lam

Matthew Lawson


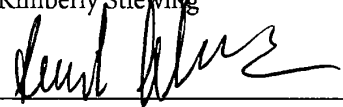
Tobias Stiewing

Danielle Lawson


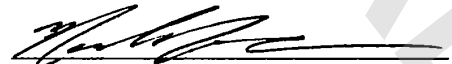
Kimberly Stiewing



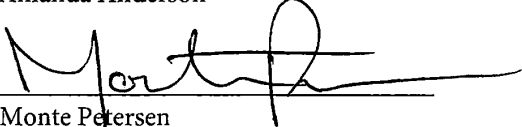
~~Richard Knudsen~~ KYLE KNUDSEN



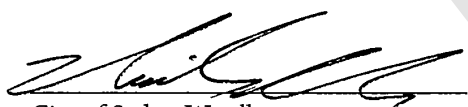
Amanda Anderson



Nicholas Jensen



Monte Petersen



City of Sedro-Woolley

The parties hereby acknowledge that they have read this document, understand its content and agree to be bound by the terms hereof.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that My H Valentine & Duc M Lam, owners of 511 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 23, 2023



My H Valentine

Duc M Lam

NOTARY PUBLIC in and for the

State of Washington

Residing at: 1777 S Burlington Blvd

Commission expires: 11/02/2024

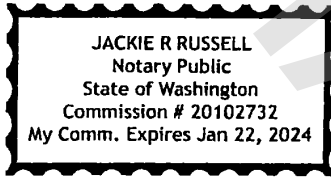
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Monte R. Petersen, owner of 528 F & S Grade Rd., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6/12, 2023 ^{MP}



[Handwritten Signature]

NOTARY PUBLIC in and for the

State of Washington

Residing at: SKAGIT COUNTY

Commission expires: 1-22-2024

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Matthew J Lawson & Danielle Lawson, owners of 513 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2023

NOTARY PUBLIC in and for the

State of Washington

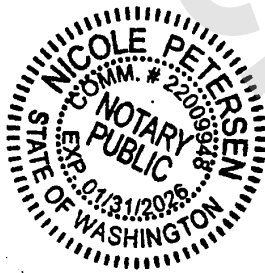
Residing at: _____

Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Juan A Magana & Emma D Magana, owners of 515 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JUNE 5th, 2023



Nicole Petersen

NOTARY PUBLIC in and for the

State of Washington

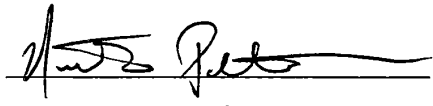
Residing at: SEDO-WOOLLEY

Commission expires: 1/31/2026

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Tobias Matthew Stiewing & Kimberly Ann Stiewing, owners of 509 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 22nd, 2023

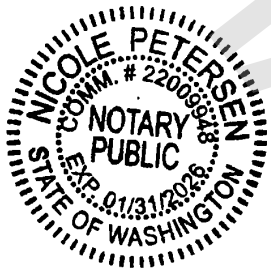


NOTARY PUBLIC in and for the

State of Washington

Residing at: SEDRO-WOOLLEY

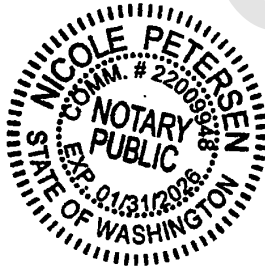
Commission expires: 1/31/2026



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Kyle Richard Knudsen & Amanda Lee Anderson, owners of 514 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 17th, 2023



[Signature]

NOTARY PUBLIC in and for the

State of Washington

Residing at: Bedro-Woolley

Commission expires: 1/31/26

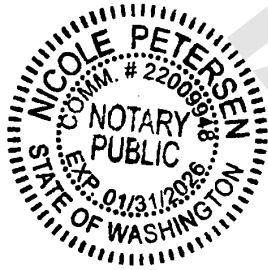
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Nicholas John Jensen, owner of 512 Debbie Dr., is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 15th, 2023



Nicholas Jensen

NOTARY PUBLIC in and for the

State of Washington

Residing at: SEDRO-WOLLEY

Commission expires: 1/31/2026

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that _____, representing the City of Sedro-Woolley, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2023

NOTARY PUBLIC in and for the

State of Washington

Residing at: _____

Commission expires: _____