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Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Charles S. Grable
7959 My Way
Sedro-Woolley, WA 98284

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>S. Burrow</u>
DATE <u>5/21/25</u>

MODIFICATION OF EASEMENT

Reference No.: AF 200001210010

Abbreviated Legal(s):

(9.4200 ac) TRACT C OF SHORT PLAT #99-0022 AF#200001210010 LOCATED IN SW1/4 OF SECTION 11 AND NW1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST.

Assessor's Tax Parcel Nos.: P116301 / 350511-3-005-0300 (Lot C)
P39050 / 350514-0-014-0028 (Lot A)

THIS MODIFICATION OF EASEMENT FOR UTILITIES ("Easement"), is made the date set forth below, by and among Grantor CHARLES S. GRABLE, a single man, and Grantee CHARLES S. GRABLE, a single man.

1) CHARLES S. GRABLE, a single man, is the owner of the following described real property located in Skagit County, Washington ("GRABLE Parcel Lot C"):

(9.4200 ac) TRACT C OF SHORT PLAT #99-0022 AF#200001210010
LOCATED IN SW1/4 OF SECTION 11 AND NW1/4 OF SECTION 14,
TOWNSHIP 35 NORTH, RANGE 5 EAST.

Situate in the County of Skagit, State of Washington.

2) CHARLES S. GRABLE, a single man, is the owner of the following described real property located in Skagit County, Washington ("GRABLE Parcel Lot A"):

(1.8900 ac) (TITLE ELIMINATION) M/H ORFL2AF294804908 FLEETWOOD
85 66X28: TRACT A OF SHORT PLAT 99-0022 AF#200001210010
LOCATED IN SE1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 5
EAST, W.M.

Situate in the County of Skagit, State of Washington.

3) **MODIFICATION OF EASEMENT:** Lot "C" is subject to an existing 15 foot utility easement, from Bacus Road to Lot "A" for the benefit of Lot "A". The centerline of said utility easement follows the existing old driveway/easement location. This utility easement shall be renamed: **Access/Egress/Utility Easement**. This easement shall be expanded to include 15 feet south of the centerline of existing driveway, and 35 feet north of the center of existing driveway. Lot "A" reserves the right to maintain, repair, and improve said easement for the benefit of Lot "A", and shall bear all expenses relating to such action. The rights and usage of Lot "C" shall not be incumbered by this maintenance agreement.

1) General Provisions.

- a) This Easement shall be construed in accordance with the laws of the State of Washington.
- b) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- c) This Easement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. No changes may be made to this Easement unless such changes are made in writing, signed and acknowledged by all parties and recorded with the Skagit County Auditor's Office.
- d) The failure of either party to insist upon strict performance of any of the provisions of this Easement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- e) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- f) The Easement is to be held by the owners of the Grable Parcel Lot "A" and the Grable Parcel Lot "C", their heirs and successors and assigns, as appurtenant to the Grable Parcel Lot "A" and Grable Parcel Lot "C". The benefits, burdens, and covenants of this Easement

shall be deemed to run with the land and bind the owners of the Grable Parcel Lot A and the Grable Parcel Lot C, and their respective heirs, successors, and assigns, and all persons possessing the property by, through, and under the parties hereto and their respective heirs, successors, and assigns.

- g) Both parties have had the opportunity to have this document reviewed by counsel of their choice. Both parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.
- h) 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, including all such attorney's fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

DATED this 21st day of May, 2025.

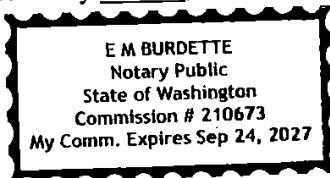
Charles S. Grable
Charles S. Grable, Grantor

Charles S. Grable
Charles S. Grable, Grantee

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CHARLES S. GRABLE is the person who appeared before me and said person 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 21, 2025



E M Burdette
NOTARY PUBLIC
Printed Name: E.M. Burdette
My appointment expires: 9.24.2027