



201906170088

06/17/2019 10:29 AM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
JUN 17 2019

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

WHEN RECORDED RETURN TO:

Louie D. Foster
13586 Donnell Road
Anacortes, WA 98221

DOCUMENT TITLE: SECOND AMENDED EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENTS: 201101120057
201703220030

GRANTORS: 1. CHRISTIANSEN, HENRIK V.
2. CHRISTIANSEN, MALIA I.

GRANTEE: 1. FOSTER, LOUIE D.

LEGAL DESCRIPTION: PTN SE 1/4, S4, T34N, R2E W.M.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER: P130497/
340204-4-019-0130

SECOND AMENDED EASEMENT

WHEREAS, Henrik V. Christiansen and Malia I. Christiansen, husband and wife, are the owners of the following described property:

PARCEL A.

Lot 3 of Short Plat No. PL10-0206, situate in Skagit County, Washington.

Tax Account No.: P130497/340204-4-019-0130

AND WHEREAS, Louie D. Foster, a single person, is the owner of the following described property:

PARCEL B.

Lot 2 of Short Plat No. PL10-0206, situate in Skagit County, Washington.

Tax Account No.: P130496/340204-4-019-0120

AND WHEREAS, the Owners of Parcel A and Parcel B are desirous of amending and relocating a portion of a certain easement for the installation, operation, and maintenance of a sewage disposal system set forth on Short Plat No. PL10-0206 over, across and through Parcel A, for the benefit of Parcel B, as recorded under AF#201101120057 records of Skagit County, Washington, amended pursuant to Amended Easement recorded under AF#201703220030, records of Skagit County, Washington;

AND WHEREAS, for mutual benefit derived, the Owners of Parcel A and Parcel B agree the easement area shall be amended and relocated and portions of the previous easement area shall no longer be subject to easement consistent with this Second Amended Easement being described and delineated as follows:

A. EASEMENT AREA.

1. Incorporate Exhibit "A", attached hereto, incorporated herein by this reference, as set forth at length.


NOW, THEREFORE, the above-described owners, for mutual benefit derived, do hereby agree and covenant, as follows:

1. The owner of PARCEL B shall bear the cost of any installation, maintenance and repair of the sewage disposal system.
2. The owner of PARCEL B shall maintain the sewage disposal system in good condition, so as to avoid any leakage, blockage or discharge of any sewerage within the easement area or onto PARCEL A, the adjacent property.
3. The owner of PARCEL B shall provide all proper safeguards and shall assume all risk in the performance of activities under the amended easement.

THIS AGREEMENT is binding upon the present owners, their successors and assigns and is intended to run perpetual with the land.

AGREEMENT made this 16th day of June, 2019.

GRANTORS:




Henrik V. Christiansen



Malia I. Christiansen

GRANTEE:

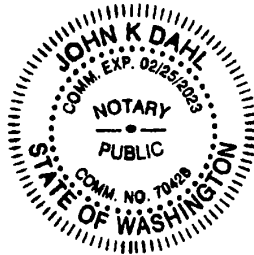



Louie D. Foster

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 16th day of June, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **HENRIK V. CHRISTIANSEN and MALIA I. CHRISTIANSEN**, to me known to be the individuals who executed the foregoing **SECOND AMENDED EASEMENT AGREEMENT** and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



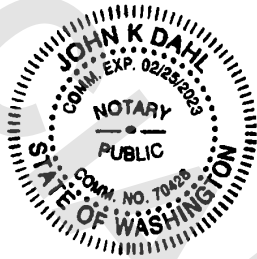


John K. Dahl
NOTARY PUBLIC in and for the
State of Washington.
My Commission Expires: 2/25/23

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 16th day of June, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LOUIE D. FOSTER**, to me known to be the individual who executed the foregoing **SECOND AMENDED EASEMENT AGREEMENT** and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

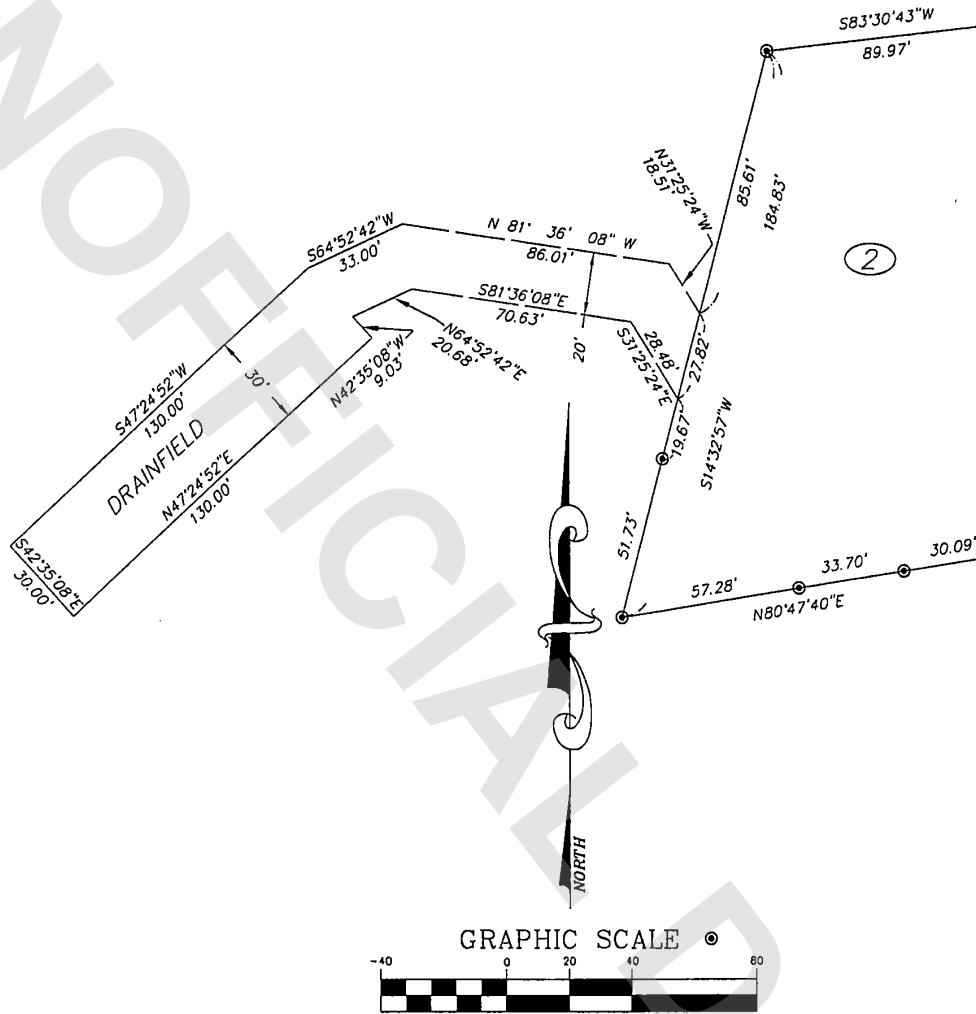
WITNESS my hand and official seal hereto affixed the day and year first above written.




John K. Dahl

John K. Dahl
NOTARY PUBLIC in and for the
State of Washington.
My Commission Expires: 2/25/23

Exhibit A



DRAINFIELD EASEMENT DESCRIPTION (IN FEET)
 1 inch = 40 ft.
 COMMENCING AT THE NORTHWEST CORNER OF LOT 2, SKAGIT COUNTY SHORT PLAT PL10-0206, APPROVED JANUARY 11, 2011, RECORDED JANUARY 12, 2011 UNDER AUDITOR'S FILE NO. 201101120057, RECORDS OF SKAGIT COUNTY, WASHINGTON
 THENCE S14°32'57" W, 85.61' TO THE TRUE POINT OF BEGINNING;
 THENCE N31°25'24" W, 18.51'
 THENCE N81°36'08" W, 86.01'
 THENCE S64°52'42" W, 33.00';
 THENCE S47°24'52" W, 130.00';
 THENCE S42°35'08" E, 30.00';
 THENCE N47°24'52" E, 130.00;
 THENCE N42°35'08" W, 9.03';
 THENCE N64°52'42" E, 20.68';
 THENCE S81°36'08" E, 70.63';
 THENCE S31°25'24" E, 28.48' TO THE WEST LINE OF SAID LOT 2;
 THENCE N14°32'57" E, 27.82' ALONG THE WEST LINE OF SAID LOT 2, TO THE TRUE POINT OF BEGINNING.



NORTHWEST DATUM & DESIGN
 CIVIL ENGINEERING AND SURVEYING SOLUTIONS

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 MOUNT VERNON, WASHINGTON 98273
 PH: (360) 424-4865

DOUGLAS E. SUTHERLAND, P.L.S.