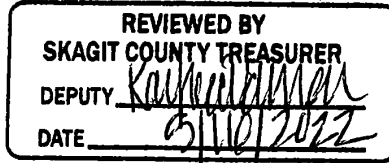




202205160018

05/16/2022 10:55 AM Pages: 1 of 11 Fees: \$213.50
Skagit County Auditor

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



Title of Document:	Amended and Restated Joint Use Easements
Grantor:	Maple Field, LLC
Grantee:	Maple Field, LLC
Ref. No. Related Doc.	202104200062
Abbreviated legal:	Parcels B, C, D, E, F, G & H, Town of La Conner LLA No. LU21-14LL
Full Legal:	Pages 1-2
Tax Parcel Nos:	P114063; P112748; P74406; P106624; P135503 ; P135504; P74407 and P74409

AMENDED AND RESTATED JOINT USE EASEMENTS

THIS AMENDED AND RESTATED JOINT USE EASEMENTS is made this ^{2nd} day of ~~May~~, 2022, by Maple Field, LLC, a Washington limited liability company ("Maple Field"), and the Town of La Conner, a Washington municipality ("La Conner"), and amends and restates that certain Joint Use Easements dated the 16th day of April, 2021, and recorded under Skagit County Auditor's File No. 202104200062 ("Original Easement").

RECITALS

- A. The Original Easement was executed the 16th day of April, 2021, and filed under Skagit County Auditor's File No. 202104200062.
- B. The Original Easement was partially extinguished by that Partial Extinguishment of Easement executed the 28th day of July, 2021, and filed under Skagit County Auditor's File No. 202108050056 ("Partial Extinguishment"), which affected the following parcels of real property:

Parcel A, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060, records of Skagit County, Washington.

"Parcel A".

Parcel B, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060, records of Skagit County, Washington.

“Parcel B”.

C. The Partial Extinguishment extinguished the ingress and egress provisions and rights over Parcel A, benefitting Parcel B, but retained and did not affect the grant of utilities easement over Parcel A for the benefit of Parcel B.

D. Parcel H, as defined in the Original Easement, is being short platted into four (4) separate lots and as a result, the lots benefitted and burdened by the Easement have changed.

E. As a result of Lot Line Adjustment No. LU21-14LL and Short Plat No. LU21-31SP of Parcel H, Maple Field is now the owner of the following parcels of real property:

1. Five (5) parcels of real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcels E, F and G, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060, records of Skagit County, Washington.

Lots H-1 and H-2, Town of La Conner Short Plat No. LU-21-31SP, according to the map thereof, recorded May 16, 2022, under Skagit County Auditor's File No. 202205160017, records of Skagit County, Washington.

Hereinafter each parcel is individually referred to as “Parcel E”, “Parcel F”, “Parcel G”, “Parcel H-1” and “Parcel H-2”, respectively; collectively the parcels are referred to as “Benefitted Property I”.

2. Five (5) parcels of real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcels B, C and D, Town of La Conner Lot Line Adjustment No. LU 21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060, records of Skagit County, Washington.

Lots H-3 and H-4, Town of La Conner Short Plat No. LU-21-31SP, according to the map thereof, recorded May 16, 2022, 2022, under Skagit County Auditor's File No. 202205160017, records of Skagit County, Washington.

Hereinafter each parcel is individually referred to as “Parcel B”, “Parcel C”, “Parcel D”, “Parcel H-3” and “Parcel H-4”, respectively; collectively the parcels are referred to as “Benefitted Property II”.

F. La Conner is the owner of Parcel A.

G. With the short plat of what was defined as Parcel H in the Original Easement, Maple Field and La Conner desire to amend and restate the Original Easement to clarify the maintenance responsibilities and clarify the Lots/Parcels that benefit and are burdened by Easements defined herein.

NOW, THEREFORE, Maple Field and La Conner amend and restate the Original Easement to read as follows:

1. **Grant of Easement.**

a. **Easement A.** In consideration of the mutual covenants and conditions herein, Maple Field, as owner of Parcel H-1 and Parcel H-2, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-1 and H-2, the description and location of which is described in Paragraph 2(a) herein, for the purpose of ingress, egress and utilities, for the benefit of Benefitted Property I.

b. **Easement B.** In consideration of the mutual covenants and conditions herein, Maple Field, as owner of Parcel H-3 and Parcel H-4, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-3 and Parcel H-4, the description and location of which is described in Paragraph 2(b) herein, for the purpose of ingress, egress and utilities, for the benefit of Benefitted Property II.

c. **Easement C.** La Conner and Maple Field acknowledge and reiterate that the non-exclusive easement over, under and across a portion of Parcel A, the description and location of which is described in Paragraph 2(c) herein, is only for the purpose of utilities, for the benefit of Parcel B, as set forth in the Partial Extinguishment.

d. **Easement D.** In consideration of the mutual covenants and conditions herein, Maple Field, as the owner of Parcel H-1, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-1, the description and location of which is described in Paragraph 2(d) herein, for the purpose of sanitary sewer system and related facilities, for the benefit of Parcel F and Parcel G.

e. **Easement E.** In consideration of the mutual covenants and conditions herein, Maple Field, as the owner of Parcel H-2 and Parcel H-3, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-2 and Parcel H-3, the description and location of which is described in Paragraph 2(e) herein, for the purpose of sanitary sewer system, and related facilities, for the benefit of Parcel H-2, Parcel D and Parcel E.

f. **Easement F.** In consideration of the mutual covenants and conditions herein, Maple Field, as the owner of Parcel H-4, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-4, the description and location of which is described in Paragraph 2(f) herein, for the purpose of sanitary sewer system and related facilities, for the benefit of Parcel B and Parcel C.

g. **Easement G.** In consideration of the mutual covenants and conditions herein, Maple Field, as the owner of Parcel H-1, Parcel H-2, Parcel H-3 and Parcel H-4, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H-1, Parcel H-2, Parcel H-3 and Parcel H-4, the description and location of which is described in Paragraph 2(g) herein, for the purpose of utilities, sanitary sewer, stormwater and bio-retention cells and related facilities, for the benefit of Parcel H-1, Parcel H-2, Parcel H-3, Parcel H-4, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F and Parcel G.

2. **Description and Location of Easements.**

a. **Easement A.** Easement A granted herein is "T" shaped, being 26' in width for 80', then at the "T" being 20' in width and 45' in length on each side of the "T", which is over a portion of Parcel H-1 and Parcel H-2. Easement A is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017

b. **Easement B.** Easement B granted herein is "T" shaped, being 26' in width for 80', then at the "T" being 20' in width and 45' in length on each side of the "T", which is over a portion of Parcel H-3 and Parcel H-4. Easement B is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017.

c. **Easement C.** The utilities easement on Easement C acknowledged herein is 20' in width over the southeasterly portion of Parcel A, as is more specifically described and depicted in the Town of La Conner Lot Line Adjustment No. LU21-14LL, recorded April 20, 2021, under Auditor's File No. 202104200060.

d. **Easement D.** Easement D granted herein is 10' in width over a portion of Parcel H-1, as is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017

e. **Easement E.** Easement E is 10' in width over a portion of Parcel H-2 and Parcel H-3, as is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017

f. **Easement F.** Easement F is 10' in width over a portion of Parcel H-4, as is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017

g. **Easement G.** Easement G is of variable width over a portion of Parcel H-1, Parcel H-2, Parcel H-3 and Parcel H-4, as is more specifically described and depicted in the Town of La Conner Short Plat No. LU-21-31SP, recorded ~~March~~ May 16, 2022, under Auditor's File No. 202205160017.

3. **Maintenance.**

a. **Easement A.** The costs to maintain, repair and improve Easement A shall be shared equally by the owners of Benefitted Property I, subject to the provisions of Paragraph 3.d herein and of Paragraphs 4 and 5 hereinbelow.

b. **Easement B.** The costs to maintain, repair and improve Easement B shall be shared equally by the owners of Benefitted Property II, subject to the provisions of Paragraph 3.d herein and Paragraphs 4 and 5 hereinbelow.

c. **Utilities.** The cost to install, maintain, repair and improve the utilities solely serving any Parcel within Parcel A or Parcel B, as relates to Easement C, shall be borne solely by the owners of the Parcel so benefitted, subject to the terms of Paragraphs 4 and 6 herein. Likewise, the cost to install, maintain, repair and improve the utilities solely serving any Parcel within Benefitted Property I or any Parcel within Benefitted Property II, shall be borne solely by the owners of the Parcel so benefitted, subject to the terms of Paragraphs 4 and 5 herein. Any installation, maintenance, or repair of utilities within the boundaries of Easement C shall be performed so as to safeguard the public from dangerous conditions, and any disturbance to property shall be remedied as soon as possible and the property restored to its original condition.

d. **Extraordinary Use.** The owner or owners of Parcel A, Parcel B, Benefitted Property I and Benefitted Property II shall be separately responsible to repair, and for the costs thereof, any damage caused to Easement A or Easement B or Easement C, as applicable, 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 owners benefitting from such common driveway as has been damaged, may do so after 10 days' notice to such owner or owners utilizing such common driveway; with the exception of Parcel A which cannot be subject to a lien while owned by the Town of La Conner, 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 6 herein.

e. **Side Sewers and Sanitary Sewer Systems.**

i. **Easement D.** The owners of Parcel H-1, Parcel F and Parcel G, hereby agree to jointly maintain and repair the side sewer connection, the sanitary sewer systems and related facilities serving their respective properties and hereby grant permission to the other party(ies) to perform repairs or maintenance on each other's property as necessary. All costs associated with repairs and maintenance attributable to the sewer connections and sanitary sewer systems shall be shared equally. Any costs for repairs or maintenance attributable to only one connection shall be paid by the owner thereof. Each party grants the other permission to come upon its property to effect necessary repairs. Any disturbance to property shall be remedied as soon as possible and the property restored to its

original condition.

ii. **Easement E.** The owners of Parcel H-2, Parcel H-3, Parcel D and Parcel E, hereby agree to jointly maintain and repair the side sewer connection, the sanitary sewer systems and related facilities serving their respective properties and hereby grant permission to the other party(ies) to perform repairs or maintenance on each other's property as necessary. All costs associated with repairs and maintenance attributable to the sewer connections, sanitary sewer systems and related facilities shall be shared equally. Any costs for repairs or maintenance attributable to only one connection shall be paid by the owner thereof. Each party grants the other permission to come upon its property to effect necessary repairs. Any disturbance to property shall be remedied as soon as possible and the property restored to its original condition.

iii. **Easement F.** The owners of Parcel H-4, Parcel B and Parcel C, hereby agree to jointly maintain and repair the side sewer connection, the sanitary sewer systems and related facilities serving their respective properties and hereby grant permission to the other party(ies) to perform repairs or maintenance on each other's property as necessary. All costs associated with repairs and maintenance attributable to the sewer connections, sanitary sewer systems and related facilities shall be shared equally. Any costs for repairs or maintenance attributable to only one connection shall be paid by the owner thereof. Each party grants the other permission to come upon its property to effect necessary repairs. Any disturbance to property shall be remedied as soon as possible and the property restored to its original condition.

f. **Easement G - Stormwater and Bi-Retention Facilities.**

i. **Bio-Retention No. 1.** The owners of Benefitted Property II hereby agree to jointly maintain the stormwater facilities within Easement G, serving their respective properties and specifically the bio-retention facility therein ("Bio-Retention No. 1"), as depicted on the Town of La Conner Short Plat No. LU-21-31SP, recorded March 16, 2022, under Auditor's File No. 202205160017, and hereby grant permission to the other party(ies) to perform repairs and maintenance on each other's property as necessary. All costs associated with the repairs and maintenance attributable to the stormwater facilities and Bio-Retention No. 1 shall be shared equally. Any costs for repairs or maintenance attributable to only one Parcel shall be paid by the owner thereof. Each party grants the other permission to come upon its property to effect necessary repairs. Any disturbance to property shall be remedied as soon as possible and the property restored to its original condition.

ii. **Bio-Retention No. 2.** The owners of Benefitted Property I hereby agree to jointly maintain the stormwater facilities within Easement G, serving their respective properties and specifically the bio-retention facility therein ("Bio-Retention No. 2"), as depicted on the Town of La Conner Short Plat No. LU-21-31SP, recorded March 16, 2022, under Auditor's File No. 202205160017, and hereby grant permission to the other party(ies) to perform repairs and maintenance on each other's property as necessary.

All costs associated with the repairs and maintenance attributable to the stormwater facilities and Bio-Retention No. 2 shall be shared equally. Any costs for repairs or maintenance attributable to only one Parcel shall be paid by the owner thereof. Each party grants the other permission to come upon its property to effect necessary repairs. Any disturbance to property shall be remedied as soon as possible and the property restored to its original condition.

4. **Notice.**

a. **Repairs and Maintenance.**

i. **Easement A and Bio-Retention No. 2.** Representatives of the owners of Benefitted Property I shall inspect Easement A and Bio-Retention No. 2 in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement A and Bio-Retention No. 2 functional, in good repair and appearance, for the mutual benefit of all Parcels within Benefitted Property I. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owners of Benefitted Property I. The owners of Benefitted Property I shall determine when the work shall occur and which of the owners shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided and subject to paragraphs 5 and 6 herein.

ii. **Easement B and Bio-Retention No. 1.** Representatives of the owners of Benefitted Property II shall inspect Easement B and Bio-Retention No. 1 in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement B and Bio-Retention No. 1 functional, in good repair and appearance, for the mutual benefit of all Parcels within Benefitted Property II. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owners of Benefitted Property II. The owners of Benefitted Property II shall determine when the work shall occur and which of the owners shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided and subject to paragraphs 5 and 6 herein.

iii. **Easement C.** Representatives of the owners of Parcel A and Parcel B shall inspect Easement C in accordance with the owner of Parcel A's customary schedule and procedures to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement C functional, in good repair and appearance, for the mutual benefit of both Parcel A and Parcel B. Any maintenance or repair work deemed necessary by the owner of Parcel A shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owner of Parcel A; provided, however, that the owner of Parcel A may elect in its sole discretion to perform any such work using its own forces and materials. The owner of Parcel A shall determine when the work shall occur and shall enter into a contract for such repairs; the owner of

Parcel B shall be liable to the owner of Parcel A as hereinafter provided and subject to paragraphs 5 and 6 herein.

b. **Improvements:**

i. **Easement A.** Prior to any owner within Benefitted Property I commencing any improvements to Easement A, notice shall be provided to the other owners. 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 Benefitted Property I. 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).

ii. **Easement B.** Prior to any owner within Benefitted Property II commencing any improvements to Easement B, notice shall be provided to the other owners. 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 Benefitted Property II. 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 any owners of Parcel B, Benefitted Property I or Benefitted Property II performing any installation, maintenance or repairs to the utilities serving solely such owner's Parcel, notice shall be provided to the other Parcel Owners in relation to Easement A or Easement B or Easement C, as applicable. The notice shall contain a description of the work to occur and the proposed date(s). Further, should utilities be installed in Easement C that serve Parcel B, notice shall be given to the owners of Parcel A containing a description of the work to occur and the proposed date(s).

5. **Adjustment of Accounts for Maintenance Share – Reserve Account Authorized.** Upon completion of spring maintenance to Easement A and Bio-Retention No. 2 and Easement B and Bio-Retention No. 1, the owners of Parcels within Benefitted Property I (as relates to Easement A and Bio-Retention No. 2) and the owners of Parcels within Benefitted Property II (as relates to Easement B and Bio-Retention No. 1), respectively, shall determine their respective liabilities for Maintenance Share. The non-contracting Parties shall pay their Maintenance Share for such costs to the Contracting Party within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the Party who has paid the contractor for such work. Any portion of a Party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the owners of Benefitted Property I and the owners of Benefitted Property II, may

separately agree to establish and maintain, at a reputable financial institution, a reserve fund designed to provide funding for long-term maintenance and repair to Easement A/Bio-Retention No. 2 and/or Easement B/Bio-Retention No. 1, as applicable. In the event that such a reserve fund is established, the owners' respective payments made into such account shall be deemed to constitute portions of the Maintenance Shares of the Parties.

6. **Enforcement.** It is hereby agreed that should the owner of Parcel B, any owner within Benefitted Property I or within Benefitted Property II fail to pay their respective share of any costs to improve, repair or maintain their respective Easement A, Easement B, Easement C, Easement D, Easement E, Easement F and Easement G (and related Bio-Retention No. 1 and Bio-Retention No. 2), as applicable, the remaining owners sharing Easement A, Easement B, Easement C, Easement D, Easement E, Easement F and Easement G (and related Bio-Retention No. 1 and Bio-Retention No. 2), as applicable, may pay for the non-paying owner's share. In such event, the paying owner(s), 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 owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying owner(s) 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 owner may elect to take a deed in lieu of foreclosure in any such proceeding.

7. **Non-Interference.** The owners within Benefitted Property I and Benefitted Property II, shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners of Easement A and Easement B, respectively. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and other bound to or returning from any of the properties and having a need to use Easement A or Easement B.

8. **As-Builts.** Upon the owner of Parcel A's request, the owner of Parcel B shall promptly provide the owner of Parcel A with an as-built drawing, accurately showing the location and depth of any utilities placed underground within Easement C.

9. **Access During Construction.** During any period of construction or maintenance taking place on Parcel A, the party prosecuting the work shall make satisfactory provision for the other party to have continued access along, over and across Easement C.

10. **Easements Appurtenant.** Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefitted Property, and none of such easements or rights may be transferred, assigned, or encumbered except as an appurtenance to the applicable Benefitted Property.

11. **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 Benefitted Property I, Benefitted Property II, Parcel A and Parcel B. This Easement shall be binding on the parties hereto, and the

respective successors, assignees, transferees, grantees and heirs.

12. **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.

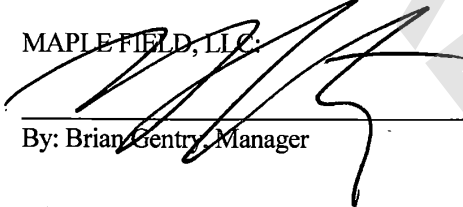
13. **Applicable Law.** This Easement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

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

15. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract. Fax and/or electronic (email) signatures shall be deemed originals for the purposes of this Agreement.

IN WITNESS WHEREOF, Maple Field, LLC and the Town of La Conner have caused this Easement to be executed on the day, month, and year first above written.

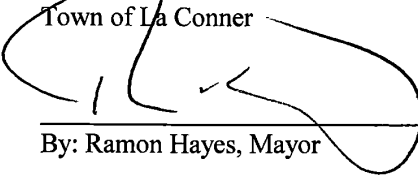
MAPLE FIELD, LLC:



By: Brian Gentry, Manager

Dated: 5/7/2022

LA CONNER:

Town of La Conner


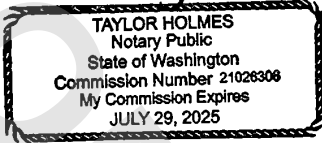
By: Ramon Hayes, Mayor

Dated: 5.11.2022

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Manager of Maple Field, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: May 2, 2022.

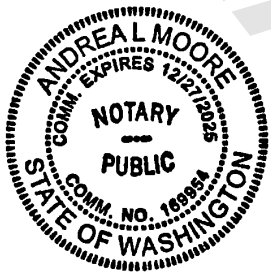


[Signature]
Notary Public in and for the State of Washington
Print name: Taylor Holmes
My commission expires: July 29, 2025

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ramon Hayes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: May 11, 2022.



[Signature]
Notary Public in and for the State of Washington
Print name: ANDREAL MOORE
My commission expires: 12/27/2025