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MODIFICATION OF EASEMENT Rec: \$310.50
3/29/2024 12:41 PM 8 PG
SNOHOMISH COUNTY, WA

When Recorded Return To:

Russel J. Hermes
HERMES LAW FIRM, PS
1812 Hewitt Avenue, Suite 102
Everett, WA 98201

**NO EXCISE TAX
REQUIRED
MAR 29 2024**

BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN *BS*

AMENDMENT TO PERMANENT RECIPROCAL EASEMENT

Grantor: MARYSVILLE L&R PROPERTIES, LLC,
A Washington Limited Liability Company

Grantee: THE CITY OF MARYSVILLE,
A Washington Municipal Corporation

Legal Description: Parcel 1:

LOT 3, CITY OF MARYSVILLE BLA 13-004, AFN 201308075002,
MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

Sec. 32 Twp 31 Rq 05

Parcel 2:

LOT 2, CITY OF MARYSVILLE BLA 13-004, AFN 201308075002,
MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

Sec. 32 Twp. 31 Rq 05

Add'l Legals On: Parcel 1: Exhibit 1
Parcel 2: Exhibit 2

Assessor's Tax
Parcel Nos.: Parcel 1: 31053200102800
Parcel 2: 31053200100200

Reference No's of
Docs. Amended,
Released or
Assigned: 201308070566

RECITALS

1. Grantor is the legal owner of real property situated in the City of Marysville, Snohomish County, Washington, which is hereinafter referred to as Parcel 1, and which is legally described in attached Exhibit 1 and fully incorporated herein by this reference.
2. Grantee is the legal owner of real property situated in the City of Marysville, Snohomish County, Washington, which is hereinafter referred to as Parcel 2, and which is legally described in attached Exhibit 2 and fully incorporated herein by this reference.
3. Parcels 1 and 2 are subject to a Permanent Reciprocal Easement dated July 16, 2013, (hereinafter the "Reciprocal Easement"). The Reciprocal Easement was recorded under Snohomish County Auditor's File No. 201308070566. Grantor is a successor in interest to the original Grantor of the Reciprocal Easement.
4. Grantor desired to develop Parcel 1 in such a way as to require a revision of the easement area granted to Grantee in the Reciprocal Easement.
5. Grantee desires to allow Grantor to revise the easement area granted to Grantee in the Reciprocal Easement to allow for potential development of Parcel 1.
6. The parties desire not to revise or otherwise change the Reciprocal Easement, or the parties' respective rights and obligations thereto.

NOW, THEREFORE, in consideration of mutual benefits, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Easement Area Revision – Parcel 1 in Favor Of Parcel 2:** Grantor hereby grants to Grantee for the benefit of Parcel 2 a revised Easement Area. Said revised Easement Area is pictorially depicted in attached Exhibit 3, and legally described in attached Exhibit 4. Exhibits 3 and 4 are fully incorporated herein by this reference. The revised Easement Area grant shall establish a perpetual, nonexclusive easement for ingress, egress and utilities over Parcel 1 for the benefit of Parcel 2 and to the transferees, successors and assigns of Parcels 2.

The revised Easement Area in favor of Parcel 2 shall fully replace and supersede the description of Easement Area contained in the Reciprocal Easement from Parcel 1 in favor of Parcel 2.

2. **All Other Terms of Reciprocal Easement Remain Fully Operative:** All other terms of the Reciprocal Easement shall remain fully operative and effective. This Amendment shall be interpreted and applied harmoniously with the Reciprocal Easement to the fullest extent of the law. If any inconsistency arises in interpretation or application between this Amendment and the Reciprocal Easement, the terms of this Amendment shall control.

EASEMENT AMENDMENT -2

3. **Amendments:** This Amendment may not be modified in any respect whatsoever, in whole or in part, except by further written instrument.

4. **Counterparts:** This instrument may be signed in counterpart which, taken together, shall constitute a fully executed original document. A digital image or facsimile of an executed counterpart original shall be treated as an original document for all purposes incident hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment to Permanent Reciprocal Easement as of this February 16, 2024.

PARCEL 1:

GRANTOR:

**MARYSVILLE L&R PROPERTIES,
LLC**

By: 
Lance A. Brown,
Authorized Member

PARCEL 2:

GRANTEE:

CITY OF MARYSVILLE

By: 
A8AE51528DE9478...

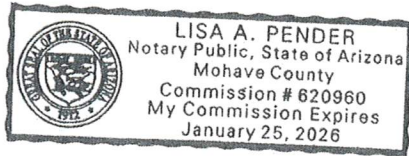
Printed Name: Jon Nehring

Title: Mayor

STATE OF ^{Arizona} WASHINGTON)
)ss.
COUNTY OF ~~SNOHOMISH~~ ^{Mohave})

I certify that I know or have satisfactory evidence that LANCE A. BROWN 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 acknowledged it as the AUTHORIZED MEMBER of MARYSVILLE L&R PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this February 16, 2024.



Lisa A. Pender
Printed Name: Lisa A. Pender
NOTARY PUBLIC in and for the
State of ~~Washington~~ Arizona
Residing at: 1906 Montana Vis Lake Havasu AZ 86403
Commission Expires: 01/25/2026

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

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

Dated this _____, 2024.

Printed Name: _____
NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF PARCEL 1

LOT 3, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER
13-004, RECORDED UNDER AUDITOR'S FILE NUMBER 201308075002,
SNOHOMISH COUNTY, WASHINGTON.

ALSO DESCRIBED AS SNOHOMISH COUNTY TAX PARCEL NUMBER
31053200102800

SITUS ADDRESS: 3304 – 156th St. NE
Marysville, WA 98271

EXHIBIT 2

LEGAL DESCRIPTION OF PARCEL 2

LOT 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER
13-004, RECORDED UNDER AUDITOR'S FILE NUMBER 201308075002,
SNOHOMISH COUNTY, WASHINGTON.

ALSO DESCRIBED AS SNOHOMISH COUNTY TAX PARCEL NUMBER
31053200100200

SITUS ADDRESS: 15524 Smokey Point Blvd
Marysville, WA 98271

EXHIBIT 3

PICTORIAL DEPICTION OF REVISED EASEMENT AREA

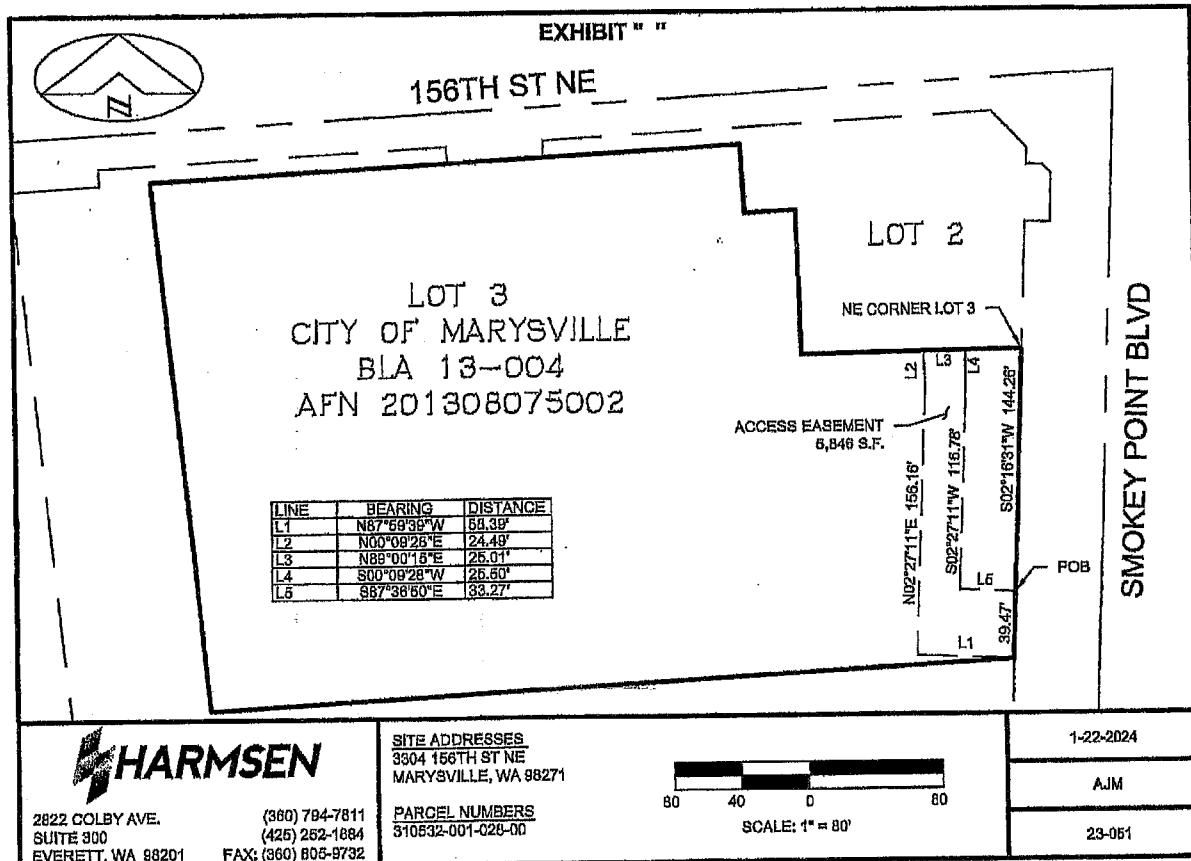


EXHIBIT 4

LEGAL DESCRIPTION OF REVISED EASEMENT AREA

THAT PORTION OF LOT 3, CITY OF MARYSVILLE BOUNDARY LINE
ADJUSTMENT NUMBER 13-004, RECORDED UNDER AUDITOR'S FILE NO.
201308075002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED
AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 3,
THENCE SOUTH 02°16'31"WEST 144.26 FEET ALONG THE EAST LINE OF SAID
LOT 3 TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 02°16'31"WEST 39.47 FEET ALONG SAID EAST LINE;
THENCE NORTH 87°59'39"WEST 58.39 FEET;
THENCE NORTH 02°27'11"EAST 156.16 FEET;
THENCE NORTH 00°09'28"EAST 24.49 FEET TO THE NORTH LINE OF SAID LOT 3;
THENCE NORTH 89°00'15"EAST 25.01 FEET ALONG SAID NORTH LINE;
THENCE SOUTH 00°09'28"WEST 25.50 FEET;
THENCE SOUTH 02°27'11"WEST 116.78 FEET;
THENCE SOUTH 87°36'50"EAST 33.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,846 SQUARE FEET, MORE OR LESS.

1-22-2024

