

AFTER RECORDING RETURN TO:

Pacific County Department of Public Works  
P.O. Box 66  
South Bend, WA 98586

**Document Title(s) (or transactions contained therein):**

Supplemental Agreement

**Grantor(s) Name (last, first, and initials):**

Pacific County Washington

**Grantee(s) Name (last, first, and initials):**

James D. Pettet and Marjorie M. Pettet

**Legal Description (Abbreviated)**

Prtn of land in S17, T12, NR11W

**Reference Number(s) of Documents:**

3038571 and 3047288

**Assessor's Tax Parcel / Account Number(s)**

77003002019

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is entered into this 21 day August, 2012, between James D. Pettet and Marjorie M. Pettet, husband and wife, hereinafter called "Pettets" and Pacific County Washington, hereinafter called "Pacific County".

WHEREAS, on October 2, 2001, Pettets granted Pacific County a Perpetual, Non-Exclusive Storm Water Pipe System Easement over and across property legally described as follows:

A portion of land located in Section 17, Township 12, North Range 11 West, Willamette Meridian, Pacific County, Washington, as recorded under file No. 3038571, on file in the office of the County Auditor, Pacific County, Washington, being more particularly described as follows:

The South Seven and one half feet (7.50') of Lot 19, Block 2, Division 3, Plat of Surfside Estates

Which document, was recorded under Pacific County Auditor Number 3047288; and

WHEREAS, Pacific County, pursuant to said easement, constructed a storm water pipe system thereon; and

WHEREAS, Pettets subsequent thereto obtained approval from and did construct a septic wastewater drainage system within said easement area; and

WHEREAS, the Parties now desire to clarify their respective rights and responsibilities with respect to the use of the easement area by each party;

NOW, THEREFORE, the Parties agree as follows:

1. The Pettets have the right to maintain the septic drain field and/or put the easement area to any other, so long as said use does not interfere with or impact Pacific County's storm water drainage system as installed.
2. The Pettets, or their successor in interest, shall at all times be responsible for any and all damage that they may cause to Pacific County's storm water drainage facility during any repair or replacement of the septic drainfield system, or any other use by the Pettets in the easement area.
3. Likewise, should Pacific County cause any damage to the Pettets' septic drain field or any of its other facilities that may be properly permitted and located within the Non-Exclusive Drainage Easement Area during the course of any work done on their own system, then Pacific County will be solely responsible.

4. The Party performing any maintenance or doing any work in the Easement Area shall return the area to its prior condition.

5. This Supplemental Agreement is in addition to the Parties' Agreement under that perpetual non-exclusive storm water pipe system easement, recorded under Auditor's No. 3047288 in Pacific County, and does not expand or limit any of the Parties' rights contained in said easement agreement.

DATED this 21 day of August, 2012.

James D. Pettet  
James D. Pettet

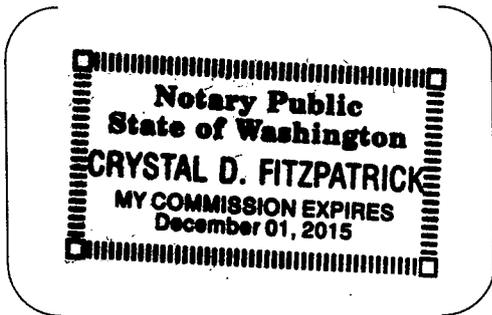
Marjorie M. Pettet  
Marjorie M. Pettet

STATE OF WA :  
County of Spokane :ss.

On this 21 day of August, 2012, before me personally appeared James D. Pettet and Marjorie M. Pettet, husband and wife, that executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Crystal Fitzpatrick  
Printed Name: Crystal Fitzpatrick  
Notary Public in and for the State of Washington  
residing at Post Falls ID  
My Appointment expires December 01, 2015



NOTARY SEAL

DATED this \_\_\_\_\_ day of ~~August~~ <sup>September</sup>, 2012.

PACIFIC COUNTY

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
By: Board of County Commissioners

Chair  
Name: Lisa Ayers

\_\_\_\_\_  
Name: Norman B. Cuffel

\_\_\_\_\_  
Name: Beverly Olson

Approved as to Form:

\_\_\_\_\_  
David Burke  
Pacific County Prosecuting Attorney

\_\_\_\_\_  
Dated

STATE OF :  
:SS.  
County of :

On this \_\_\_\_\_ day of ~~August~~ <sup>September</sup>, 2012, before me personally appeared \_\_\_\_\_, to me known to be the County Commissioner for Pacific County that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Pacific County, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_



**NOTARY SEAL**