



**202010020052**

10/02/2020 10:43 AM Pages: 1 of 14 Fees: \$116.50  
Skagit County Auditor

After Recording Return To:  
Terah Regan  
PO Box 358  
LaConner, WA 98257

Document Title:

Agreement for Ingress/Egress Vacation and Relocation of Easement

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_\_.

1. Terah Regan
2. Celeste Rivers

Grantee(s):

additional grantee names on page \_\_\_\_.

1. Scott West
2. Julianna West

Abbreviated legal description:

full legal on page(s) 1-4

Portion of the West Half(W1/2) of the Northeast(NE1/4)portion of the southwest(SW1/4) of Section twenty seven(27)township thirty-four(34)North Range Two(2) East of Willamette Meridian,...

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_.

P20804

After Recording Return To:  
 Terah Regan  
 PO Box 358  
 LaConner, WA 98257

REVIEWED BY	
SKAGIT COUNTY TREASURER	<i>[Signature]</i>
DEPUTY	<i>[Signature]</i>
DATE	10.2.2020

## AGREEMENT FOR INGRESS/EGRESS VACTATION AND RELOCATION OF EASEMENT

This Agreement is made by and between **TERAH REGAN** and **CELESTE RIVERS** (sometimes hereinafter referred to as "Grantors", sometimes hereinafter referred to as "Burdened Estate") and **SCOTT WEST** and **JULIANNA WEST**, and the marital community composed thereof (sometimes hereinafter referred to as "Grantees", sometimes hereinafter referred to as "Benefitted Estate") Grantors and Grantees are collectively referenced as the "Parties".

This Agreement is entered for the purpose of vacating an existing Easement and relocating that Easement and is made upon the following:

### RECITALS

*Whereas*, Grantors own property legally described as:

That portion of the West half (W ½) of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section twenty-seven (27), Township thirty-four (34) North, Range Two (2) East of the Willamette Meridian, and described as follows:

Beginning at the Southwest corner of said subdivision; thence N 1° 31' 10" E along the West line of said subdivision, a distance of 250.00 ft. to the true point of beginning of this description; thence continuing N 1° 31' 10" E along the West line of said subdivision, a distance of 450.18 ft.; thence S 88° 28' 50" E, a distance of 120.23 ft., more or less, to a point on the West right-of-way line of the County Road; thence Southeasterly along the said West right-of-way line, an arc distance of 248.73 ft., and which arc is subtended by a chord bearing S 37° 01' 34" E, a chord distance of

248.08 ft.; thence S 31° 14' 47" W, a distance of 294.97 ft., more or less; thence N 88° 28' 50" W, a distance of 128.55 ft. to the true point of beginning.

Situated in Skagit County, Washington.

Hereafter, the above-described land shall be referenced as "Grantor's Property", sometimes "Burdened Estate" a portion of which is subject to an Ingress/Egress Easement (legally described in Exhibit B); and

*Whereas*, Grantees are the owners of property legally described as:

PARCEL A:

That portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning to the Southwest corner of said Northeast Quarter of the Southwest Quarter;

Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter a distance of 171.00 feet to the true point of beginning of this description;

Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 79.00 feet;

Thence South 88°28'50" East, a distance of 100.00 feet;  
Thence South 1°31'10" West, a distance of 50.00 feet; Thence South 14°19'46" West, a distance of 29.74 feet;  
Thence North 88°28'50" West, a distance of 93.41 feet to the true point of beginning of this description,

EXCEPT that portion thereof lying Northerly and Westerly of the Northerly and Westerly lines of that certain tract conveyed to Agnes D. Horn by deed dated July 7, 1955, recorded August 5, 1955, under Auditor's File No. 522070, records of Skagit County, Washington.

TOGETHER WITH that portion of Tract A , Assessor's Plat of Fahlen's Snee-Oosh Tracts, according to the plat thereof recorded in Volume 8 of Plats, page 86, records of Skagit County, Washington, described as follows:

Beginning at the most Northerly corner of said Tract A;  
Thence South  $1^{\circ}31'10''$  West along the East  
line of said Tract A, a distance of 79.00 feet;  
Thence North  $88^{\circ}28'50''$  West, a distance of  
3.67 feet to a point of the West line of said  
Tract A;  
Thence North  $4^{\circ}10'52''$  East along the West line of  
said Tract A, a distance of 79.08 feet to the point of  
beginning.

Situated in Skagit County, Washington.

PARCEL B:

That portion of the Northeast Quarter of the Southwest  
Quarter of Section 27, Township 34 North, Range 2 East of  
the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northeast Quarter  
of the Southwest Quarter;  
Thence North  $1^{\circ}31'10''$  East along the West line of said  
Northeast Quarter of the Southwest Quarter, a distance of  
77.53 feet to the true point of beginning of this description;  
Thence North  $1^{\circ}31'10''$  East along the West line of said  
Northeast Quarter of the Southwest Quarter, a distance of  
93.47 feet;  
Thence South  $88^{\circ}28'50''$  East, a distance of 93.41 feet;  
Thence South  $14^{\circ}19'46''$  West, a distance of 134.90 feet;  
Thence North  $57^{\circ}32'50''$  West, a distance of 74.04 feet to the  
true point of beginning of this description.

TOGETHER WITH that portion of Tract A, Assessor's Plat  
of Fahlen's Snee-Oosh Tracts, according to the plat thereof  
recorded in Volume 8 of Plats, page 86, records of Skagit  
County, Washington, described as follows:

Beginning at a point on the East line of said Tract A, which  
point bears South  $1^{\circ}31'10''$  West, a distance of  
79.00 feet from the most Northerly corner of said Tract A;  
Thence South  $1^{\circ}31'10''$  West along said East line of Tract A,  
a distance of 93.47 feet;  
Thence North  $57^{\circ}32'50''$  West, a distance of 9.09 feet to a point  
on the West line of said Tract A;  
Thence North  $4^{\circ}10'52''$  East along the West line of said Tract  
A, a distance of 88.90 feet to a point which bears South  
 $4^{\circ}10'52''$  West, a distance of 79.08 feet from the most

Northerly corner of said Tract A; Thence South 88°28'50"  
East, a distance of 3.67 feet to the point of beginning.

Situated in Skagit County, Washington.

Hereafter, the above-described land shall be referenced as "Grantee's Property", sometimes "Benefitted Estate" which enjoys the benefits of an appurtenant Ingress/Egress Easement (legally described in Exhibit B); and

*Whereas*, at all times material to Grantor's ownership of Grantor's property and at all times material to Grantee's ownership of Grantee's property, Grantees have accessed Grantee's property by means of an Ingress/Egress Easement located on Grantor's property, the portion of Grantor's property subject to the Easement is legally described in Exhibit B.

*Whereas*, Grantors desire to make certain improvements on Grantor's property, which improvements are dependent upon relocation of the existing Ingress/Egress Easement to a new location legally described in Exhibit A.

*Whereas*, the objective of this Ingress/Egress Vacation and Relocation of Easement Agreement ("Agreement") is to vacate, terminate and extinguish the existing Ingress/Egress Easement over, across and along the Burdened Estate as shown on Exhibit B EXCEPTING AND PRESERVING the portion of that easement that is contiguous to Parcel P20770 and to otherwise relocate the Ingress/Egress Easement on that portion of Grantor's property as legally described in Exhibit A for the non-exclusive benefit of Grantees.

Accordingly, this Agreement is intended to vacate a portion of existing Ingress/Egress Easement (Exhibit B) and to relocate that Ingress/Egress Easement to another portion of Grantor's property (Exhibit A) for the non-exclusive benefit of Grantees, their heirs, successors and assigns upon the following:

NOW, THEREFORE, in consideration of the mutual covenants and grants contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the Parties hereby covenant as follows:

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1. Occupant. The terms "**Occupant**" or "**Occupants**" shall mean and include the Parties, and any Person who shall be, from time to time, entitled to the use and occupancy of the Properties under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.2. Owner. The term “**Owner**” shall refer to the Parties and the successors in interest in ownership of the Properties. The term “**Owners**” shall refer collectively to the owners of the Properties and/or their successors in interest.

1.3. Permittees. The term “**Permittees**” shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of the Owners and Occupants.

1.4. Person. The term “**Person**” shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

2. Incorporation of Recitals. Grantor and Grantee confirm the accuracy of, and hereby adopt and incorporate the Recitals set forth above as part of this Agreement.

3. Grant of Easement.

Grantors hereby grant to Grantees and to Grantees’ Permittees, Invitees and Occupants a non-exclusive Ingress/Egress Easement for the use and enjoyment of Grantees, for pedestrian and vehicular, access, ingress and egress. Grantees shall have the right of access, ingress, and egress over, along and across and that portion of Grantors' Property described in Exhibit A and as further delineated on the Easement Index (Exhibit C).

4. Use of Easement Area.

4.1. Any entry onto the Easement Area by or for the benefit of Grantee, including any entry maintenance, repair of the Easement Area, shall be conducted so that it does not disrupt the use of the Easement Area by Grantees or Grantors.

4.2. The Grantees shall, following written approval of the Grantors, may prune, trim or remove any plantings or trees now or hereafter located in the Easement Area but only to the extent necessary to permit Grantees’ use of the Easement Area for ingress/egress and maintenance thereof.

4.3. No Parking. No vehicle of any kind may be parked anywhere on the Easement Area.

4.4 Gate. As material consideration inducing Grantee to enter this Agreement, Grantee, Grantee’s heirs, successor and/or assigns shall have the right to preserve, maintain, repair and/or replace the black steel gate in its present location. The right to preserve the gate shall be deemed a

covenant running with and appurtenant to Grantee's Property. Moreover, Grantor, Grantor's heirs, successors and assigns that shall close the Gate after each occasion Grantor, Grantor's heirs, successors and assigns open the gate; i.e. If the Gate is open at the time of Grantor's passage through the gate, the Gate will be left open. Conversely, If the Gate is Closed and if Grantor opens the gate for Grantor's passage through the gate, Grantor will close the Gate.

5. Non-Interference.

5.1. No Objects Allowed in Easement Areas. Neither Grantor nor Grantee shall permit other objects in or on the Easement Area which in any way restricts or interferes with any ingress/egress use of the Easement Areas. Notwithstanding the foregoing language and notwithstanding Section 5.2, the black steel gate; including any replacement thereof as installed by Grantee in its present location (running across/perpendicular the course of Easement) shall not be deemed an interference with or an obstruction of the Easement.

5.2. Right to Remove Obstruction. If any vehicle or object is placed or left in the Easement Area such that it restricts or interferes with ingress/egress or maintenance of Easement Areas or impairs the easement rights granted herein ("**Obstruction**"), the Grantor or Grantee, may cause such removal work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such Obstruction.

6. Vacation of a Portion of Existing Easement. For and in consideration of the above-granted Easement and subject to all Terms & Conditions set forth herein, Grantees, their heirs, successors and assigns hereby declare the ingress/egress easement rights, privileges and benefits previously enjoyed by Grantees over and across the portion of Grantor's property legal described in Exhibit B **EXCEPTING AND RETAINING the portion of that easement that is contiguous to Parcel P20770** to be forever and for all purposes vacated thereby terminating all right, claim, interest, use of the above-described Burdened Estate by Grantees, their heirs, successors and assigns to such extent that the above described property is no longer subject to any easement or related easement burden.

7. Condition of Road: Each party accepts the existing road in its present condition.

8. Recording. A fully executed counterpart original of this Agreement shall be recorded in the real property records of Skagit County, Washington.

9. Entire Grant. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and/or understanding about the subject matter hereof.

10. Modification. This Agreement may be modified or amended only by a written instrument executed by the Grantors and Grantees, their heirs successors and/or assigns and recorded in the real property records of Skagit County, Washington.

11. Waiver. No waiver of any breach of the Agreement or covenants contained herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12. Successors. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors, except as otherwise provided herein.

13. Attorneys' Fees and Costs. If any legal action or claim in arbitration is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or substantially prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to choice of laws provision.

**15. Run With the Land. This Agreement and the rights of the Parties hereunder shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, successors, and assigns.**

16. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed an original as if signed by all Parties.







EXHIBIT "A"

**EASEMENT DESCRIPTION**

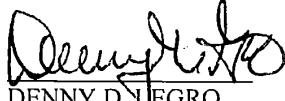
Portion of 16' Wide Access Easement Benefitting  
Stephen Scott West & Julianna Elaine West, h & w  
To Be Retained

That portion the West ½ of the Northeast ¼ of the Southwest ¼ of Section 27, Township 34 North, Range 2 East, W.M., described as follows:

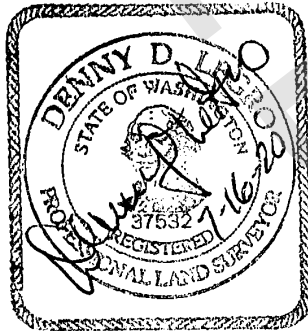
An Easement for ingress and egress over and across a strip of land 16 feet in width, Easterly of and at right angles to the following described line:

Commencing at the Southwest corner of said West ½ of the Northeast ¼ of the Southwest ¼;  
thence N 89°29'10" E along the South line of said subdivision, a distance of 55.00 feet to the True Point of Beginning of this description;  
thence N 14°19'46" E along the Easterly line of that tract conveyed to A. D. Malet by deed dated 4-21-42 and recorded 5-11-42, under Auditor's File No. 351992, a distance of 203.11 feet to the terminus of this description.

Situate in the County of Skagit, State of Washington.



DENNY D. LEGRO  
Registered Professional  
Land Surveyor  
License No. 37532  
Date: July 16, 2020



## EXHIBIT "B"

EASEMENT DESCRIPTION

Portion of 16' Wide Access Easement  
Across Terah Regan, Etal. Property  
To Be Relinquished

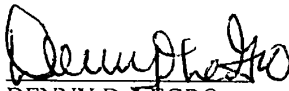
That portion the West ½ of the Northeast ¼ of the Southwest ¼ of Section 27, Township 34 North, Range 2 East, W.M., described as follows:

That Easement for ingress and egress over and across a strip of land 16 feet in width, Easterly of and at right angles to the following described line:

Commencing at the Southwest corner of said West ½ of the Northeast ¼ of the Southwest ¼;  
thence N 89°29'10" E along the South line of said subdivision, a distance of 55.00 feet to the True Point of Beginning of this description;  
thence N 14°19'46" E along the Easterly line of that tract conveyed to A. D. Malet by deed dated 4-21-42 and recorded 5-11-42, under Auditor's File No. 351992, a distance of 203.11 feet;  
thence N 31°14'47" E, a distance of 352.55 feet, more or less, to the Southerly right-of-way line of the County Road.

EXCEPT there from that portion of said easement to be retained as ingress and egress over and across said strip of land 16 feet in width, Easterly of and at right angles to the following described line:  
Commencing at the Southwest corner of said West ½ of the Northeast ¼ of the Southwest ¼;  
thence N 89°29'10" E along the South line of said subdivision, a distance of 55.00 feet to the True Point of Beginning of this description;  
thence N 14°19'46" E along the Easterly line of that tract conveyed to A. D. Malet by deed dated 4-21-42 and recorded 5-11-42, under Auditor's File No. 351992, a distance of 203.11 feet to the terminus of this description.

Situate in the County of Skagit, State of Washington.



DENNY D. MAGRO  
Registered Professional  
Land Surveyor  
License No. 37532  
Date: July 16, 2020

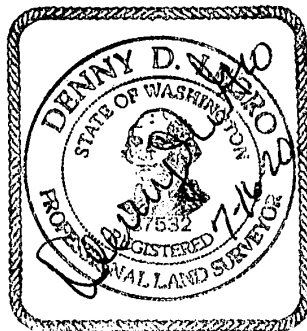


EXHIBIT "C"

