

When recorded return to:

Craig Sjostrom  
1204 Cleveland Ave.  
Mount Vernon, Washington 98273

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 11/22/2021

202239-LT

### ***Partial Release of Easement***

**Grantors:** (1) Kurt J. Sigfusson & Kimberley D. Sigfusson h/w  
(2) Richard C. Spink

**Grantees:** (1) Kurt J. Sigfusson & Kimberley D. Sigfusson h/w  
(2) Richard C. Spink

**Legal Description:** ptn SW ¼ 8-36N-4EWM

Full legal descr. on pages 2-4

**Assessor's Property Tax Parcel or Account Nos.:** P49110; P49111; P107574

**Reference Nos of Documents Assigned or Released:** 846960

THIS PARTIAL RELEASE OF EASEMENT is made and entered into, to be effective on November 17, 2021, by and between Kurt J. Sigfusson & Kimberley D. Sigfusson, h/w; and Richard C. Spink, an unmarried person, Grantors, and Kurt J. Sigfusson & Kimberley D. Sigfusson, h/w; and Richard C. Spink, an unmarried person, Grantees.

### ***Recitals***

- a. Sigfussons are the owners of the parcels bearing Skagit County Assessor's Parcel Nos. P49111 and P107574, described as follows (hereinafter, "Sigfusson Property"):

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***PAGE 1***

**Parcel A:**

Lot A, Skagit County Short Plat No. 18-75, approved August 11<sup>th</sup>, 1986, recorded under Auditor's File No. 8608220005, being a portion of the Southwest  $\frac{1}{4}$  of Section 8, Township 34 North, Range 4 East, W.M.

**Parcel B:**

Lot 2, Skagit County Short Plat No. 95-001, approved April 11<sup>th</sup>, 1995, recorded in Volume 11 of Short Plats, pages 192 and 193, under Auditor's File No. 9504190095, being a portion of the Southwest  $\frac{1}{4}$  of Section 8, Township 34 North, Range 4 East, W.M.

- b. Spink is the owner of the parcel bearing Skagit County Assessor's Parcel No. P49110, described as follows (hereinafter, "Spink Property"):

That portion of the Southwest  $\frac{1}{4}$  of Section 8, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at the Southwest corner of the said Southwest  $\frac{1}{4}$ ;

thence South  $86^{\circ}48'22''$  East along the South line of the said Section 8 a distance of 600.82 feet to the intersection with the East line of the West 600 feet of the said Section 8;

thence North  $0^{\circ}47'30''$  West along the said East line parallel with the West line of the said section a distance of 238.81 feet to the intersection with the Northerly margin of the Bloedel Donovan Lumber Mills Railway right-of-way and the Southwesterly corner of a tract conveyed by instrument recorded under Auditor's File Number 689013, said intersection being the true point of beginning;

thence North  $4^{\circ}02'51''$  East along the West line of the said tract a distance of 219.10 feet;

thence South  $83^{\circ}36'34''$  East a distance of 385.09 feet;

thence North  $84^{\circ}47'19''$  East a distance of 435.35 feet;

thence North  $65^{\circ}09'31''$  East a distance of 189.35 feet to the intersection with the Westerly margin of the Bloedel Donovan Lumber Mills Coal Bunker spur;

thence South  $12^{\circ}38'26''$  West along the said Westerly margin a distance of 32.34 feet to the intersection with the said Northerly margin of Bloedel Donovan Lumber Mills Railway right-of-way;

thence Westerly along the said Northerly line a distance of 1,142.97 feet to the true point of beginning.

- c. An easement for ingress, egress and utilities crosses the parcels described above. The said

easement was first set forth in a Real Estate Contract dated October 20<sup>th</sup>, 1976 and recorded under Skagit County Auditor's File No. 846960. The area of the said easement is described as follows:

That portion of the Southwest ¼ of Section 8, Township 34 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of the said Section 8;

thence South 86°48' 22" East along the South line of the said Section 8 a distance of 600.82 feet to the intersection with the East line of the West 600 feet of the said Section 8;

thence North 0° 47' 30" West along the said East line parallel with the West line of the said Section a distance of 238.81 feet to the intersection with the Northerly margin of the Bloedel Donovan Lumber Mills Railway right-of-way and the Southwesterly corner of a tract conveyed by instrument recorded under Auditor's File Number 689013, said intersection also being the true point of beginning;

thence North 4° 02' 51" East along the West line of the said tract, a distance of 608.07 feet to the intersection with the Southeasterly line of that certain tract of land conveyed to the State of Washington by instrument recorded under Auditor's File No. 228838;

thence North 46° 37' 00" East along the said Southeasterly line (called North 45° 33' 00" East in said instrument), a distance of 558.17 feet to the Southeast corner of the said State tract;

thence North 5° 07' 00" East along the Easterly line of the said State tract (called North 4° 03' East in said State instrument) a distance of 221.35 feet to the intersection with the Southeasterly margin of the Alger-Cain Lake Road, as conveyed to Skagit County for road purposes by deed dated May 12<sup>th</sup>, 1953 and recorded on June 25<sup>th</sup>, 1953 under Auditor's file No. 489888;

thence North 59° 39' 03" East along said Southeasterly margin (called North 58° 36' East on the Skagit County Road Plan), a distance of 60.00 feet;

thence South 30° 20' 57" East a distance of 36.91 feet;

thence South 7°42' 21" West, a distance of 250.24 feet to the intersection with a line that is parallel with and 60 feet Southeasterly as measured at right angles from the said Southeasterly line of the State of Washington tract;

thence South 46° 37' 00" West along the said parallel line a distance of 555.99 feet to the intersection with a line that is parallel with and 60 feet East as measured at right angles from the said West line of the tract conveyed under Auditor's File No. 689013;

thence South 4° 02' 51" West along the said parallel line a distance of 344.03

feet;

thence South 83° 36' 34" East a distance of 323.58 feet;

thence North 84° 47' 19" East a distance of 428.76 feet to a point to be hereinafter referred to as Point "Y";

thence North 65° 09' 31" East a distance of 203.61 feet to the intersection with the Westerly margin of the Bloedel Donovan Lumber Mills Coal Bunker spur;

thence South 12° 38' 26" West along the said Westerly margin a distance of 62.58 feet to the intersection with the said Northerly margin of the Bloedel Donovan Lumber Mills Railway right-of-way;

thence South 46° 15' 00" West along the said Northerly margin a distance of 31.89 feet;

thence South 65° 09' 31" West a distance of 145.73 feet to a point which lies South 15° 01' 35" East and 60.89 feet from the said Point "Y";

thence South 84° 47' 19" West a distance of 445.24 feet;

thence North 83° 36' 34" West a distance of 357.25 feet to the intersection with a line that is parallel with and 30 feet East as measured at right angles from the said West line of the said tract conveyed under Auditor's File No. 689013;

thence South 4° 02' 51" West along the said parallel line a distance of 190.31 feet to the intersection with the said Northerly margin of the Bloedel Donovan Lumber Mills Railway right-of-way;

thence North 70° 12' 00" West along the said Northerly margin a distance of 31.17 feet to the true point of beginning.

- d. The parties have reached an agreement such that the said easement should be released insofar as the same affects their respective properties as described above, and execute this instrument to that end. **It is the specific aim and intention of the parties hereto that this Partial Release shall not affect or release that portion of the above-described easement which crosses the Spink property and also the property to the North thereof and bearing Assessor's Parcel No. P49109.**


#### ***Partial Release & Conveyance***

Now, therefore, in consideration of the mutual benefits conferred on the parties by this Agreement, the sufficiency of which is acknowledged by all parties:

1. Sigfussons do hereby release, grant, quitclaim and convey to Spink, and Spink's respective heirs, successors and assigns, all of their right, title and interest in and to that portion of the said easement that lies on the Spink Property.

2. Spink does hereby release, grant, quitclaim and convey to Sigfussons, and Sigfussons' heirs, successors and assigns, all of his right, title and interest in and to that portion of the easement that lies on the Sigfusson Property.
3. **Nothing herein shall affect or release that portion of the above-described easement which crosses the Spink property and also the property to the North thereof and bearing Assessor's Parcel No. P49109.**

  
KURT J. SIGFUSSON

  
KIMBERLEY D. SIGFUSSON  
KOS.

  
RICHARD C. SPINK

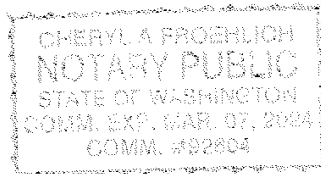
STATE OF WASHINGTON )

:SS

COUNTY OF SKAGIT )

On this day personally appeared before me Kurt J. Sigfusson, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of Nov, 2021.



  
NOTARY PUBLIC in and for the State of Washington, residing at

Sedro Woolley  
My commission expires: 3-7-24  
Name: Cheryl A. Froehlich

STATE OF WASHINGTON )

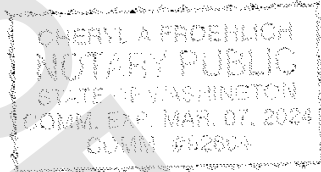
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COUNTY OF SKAGIT )

On this day personally appeared before me Kimberley D. Sigfusson, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of Nov, 2021.

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*[Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at

Sedro Woolley  
My commission expires: 3-7-24  
Name: Cheryl A. Froehlich

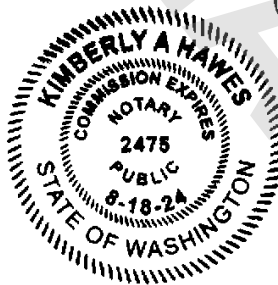
STATE OF WASHINGTON )

:ss

COUNTY OF SKAGIT )

On this day personally appeared before me Richard C. Spink, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17<sup>th</sup> day of November, 2021.



*[Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at

Oak Harbor  
My commission expires: August 18, 2024  
Name: Kimberly A. Hawes