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03/03/2022 03:14 PM Pages: 1 of 7 Fees: \$413.00  
Skagit County Auditor

Return Address:

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REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *Dena Thompson*  
DATE 3-3-22

Document Title:

Ingress Egress & maintenance Agreement

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):  additional grantor names on page \_\_\_\_.

- 1) Gregory Pulley \_\_\_\_\_
- 2) Kate Pulley \_\_\_\_\_

Grantee(s):  additional grantor names on page \_\_\_\_.

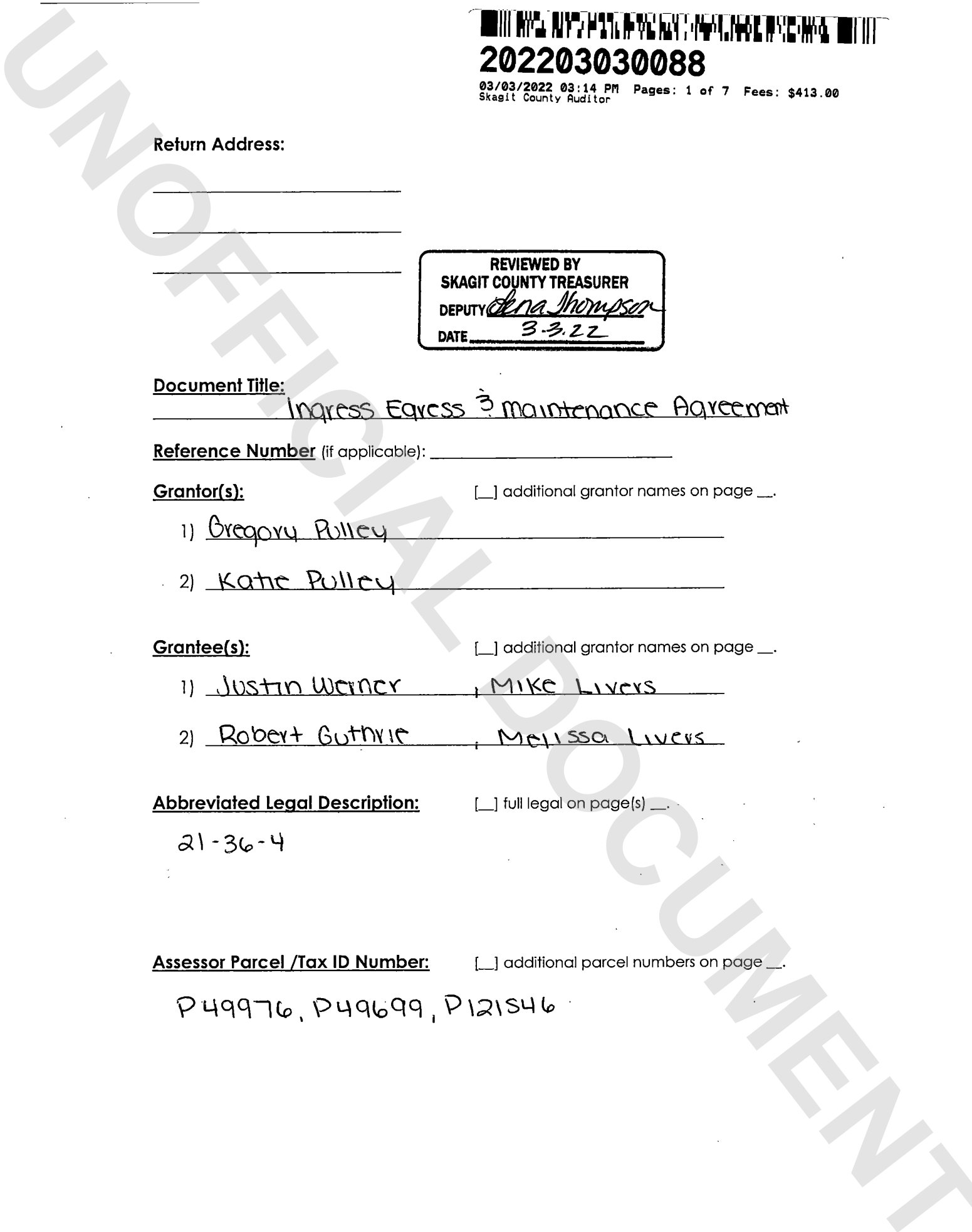
- 1) Justin Werner , MIKE LIVERS \_\_\_\_\_
- 2) Robert Guthrie , MELISSA LIVERS \_\_\_\_\_

Abbreviated Legal Description:  full legal on page(s) \_\_\_\_.

21-36-4

Assessor Parcel /Tax ID Number:  additional parcel numbers on page \_\_\_\_.

P49976, P49699, P121546



## INGRESS EGRESS AND MAINTENANCE AGREEMENT

This Agreement (the "Agreement") is entered into as of March \_\_\_, 2022 by and between Gregory and Katie Pulley, owners of parcel # P49764 ("Lot 2"), and Justin Werner and Robert Guthrie ("Lot 3"), and Lot 4 Mike Livers and Melissa Livers. Lot 2, Lot 3 and Lot 4 are collectively referred to as the "Agreeing Parties".

### RECITALS

1. Lot 2 owns real property at and is commonly known as 20733 Echo Hill Road, Sedro-Woolley Washington., P49976;
2. Lot 3 owns real property at and is commonly known as 20737 Echo Hill Road, Sedro-Woolley Washington, P49699;
3. Lot 4 owns real property at and is commonly known as 20695 Echo Hill Road, Sedro-Woolley Washington, P121546;
4. Lot 2 has short plat approval and this Ingress Egress, Easement and Maintenance Agreement for Lot 2's property which is shown in the attached Exhibit "A", Exhibit "B" and Exhibit
5. Lot 2, Lot 3 and Lot 4 wish to define actions to be taken with respect to their respective properties; and this Ingress Egress, Easement and Maintenance Agreement and;
6. Lot 2, Lot 3 and Lot 4 agree to this agreement being recorded on title to Lot 2, Lot 3 and Lot 4.
7. The Agreeing Parties have reached agreement as set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, the sufficiency of which as consideration is hereby acknowledged, and considering the facts set forth above, which are hereby stipulated and incorporated as though set forth herein, it is agreed as follows:

1. Maintenance. Lot 2 and Lot 3 have agreed that Lot 4, at Lot 4's expense, shall complete future maintenance and or improvements relative to the easement area utilized by Lot 4 and over Lot 2 and Lot 3 for the purpose of ingress and egress over Lot 2 and Lot 3's property solely at Lot 4's expense as described below.
  - a. Potholes. Filled and repaired;
  - b. Future Paving.

- c. Bridge repair and or replacement.
- d. Erosion and or Erosion Repairs.
2. Adverse Possession. Lot 3 and Lot 4 hereby waive any and all claims which now exist, or which may hereafter arise, or relate to Lot 4's use of all or any portion of the Lot 2 and Lot 3 property, including but in no way limited to claims for adverse possession, prescriptive rights, laches, and/or estoppel.
3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Agreeing Parties and supersedes all prior agreements and understandings related to the subject matter hereof.
4. Counsel's Advice. The Agreeing Parties represent that they have had the opportunity to review the terms of this Agreement and related documents with counsel of their choice, that they are authorized to enter into this Agreement, and the Agreement is executed freely and voluntarily as of the date hereof. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
5. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The Skagit County Superior Court shall have jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, performance, breach or the enforcement of this Agreement.
6. Successors in Interest. This Agreement shall be binding upon the heirs, successors and assigns of all parties hereto.
7. Counterpart Signatures. This Agreement may be executed in counterparts which when taken together shall constitute one original Agreement.

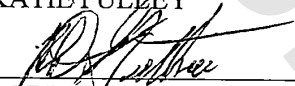
IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

  
GREGORY PULLEY

  
JUSTIN WERNER

  
MIKE LIVERS

  
KATIE PULLEY

  
ROBERT GUTHRIE

  
MELISSA LIVERS

EXHIBIT "A"

PARCEL LEGAL DESCRIPTION

ACCESS & UTILITIES EASEMENT

AFFECTING SKAGIT COUNTY TAX PARCELS P49764 & P49699

PARCEL P49764

LOT 2, SHORT PLAT NO. 96-0022, APPROVED APRIL 23, 2004, AND RECORDED APRIL 23, 2004, UNDER AUDITOR'S FILE NO. 200404230138; AND BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL P49699

LOT 3, SHORT PLAT NO. 96-0022, APPROVED APRIL 23, 2004, AND RECORDED APRIL 23, 2004, UNDER AUDITOR'S FILE NO. 200404230138; AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

P121546

LOT 4 OF SKAGIT COUNTY SHORT PLAT #96-0022, APPROVED APRIL 23, 2004, AND RECORDED APRIL 23, 2004, UNDER AUDITORS FILE NO. 200404230138, AND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

EXHIBIT "B"

EASEMENT LEGAL DESCRIPTION

ACCESS & UTILITIES EASEMENT

AFFECTING SKAGIT COUNTY TAX PARCELS P49764 & P49699

A TWENTY-FOOT WIDE ACCESS & UTILITIES EASEMENT, BEING A STRIP OF LAND LYING 10.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED LINE, CONSISTING OF A PORTION OF LOT 2 AND LOT 3 "SHORT PLAT NO. 96-0022," AS PER SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 200404230138, RECORDS OF SKAGIT COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE 5/8" REBAR WITH A YELLOW PLASTIC CAP STAMPED "SKA SURV 17651" MARKING THE MARGIN OF ECHO HILL ROAD AND THE SOUTHWEST CORNER OF SAID LOT 2 AS SHOWN ON THE AFOREMENTIONED "SHORT PLAT NO. 96-0022";

THENCE NORTH 76°21'01" EAST ALONG SAID MARGIN AND SOUTHERLY BOUNDARY OF SAID LOT 2, 20.53 FEET TO THE EASTERLY LIMIT OF AN EXISTING TWENTY-FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AS SHOWN ON THE AFOREMENTIONED "SHORT PLAT NO. 96-0022";

THENCE NORTH 00°38'06" WEST ALONG SAID EASTERLY EASEMENT LIMIT, 385.28 FEET TO THE CENTERLINE OF AN EXISTING GRAVEL DRIVE AND THE **TRUE POINT OF BEGINNING** OF THE EASEMENT AND LINE DESCRIBED HEREIN;

THENCE NORTH 12°27'26" EAST ALONG SAID GRAVEL DRIVE CENTERLINE, 56.68 FEET;

THENCE NORTH 02°59'35" EAST ALONG SAID CENTERLINE, 35.20 FEET;

THENCE NORTH 17°29'01" EAST ALONG SAID CENTERLINE, 33.70 FEET;

THENCE NORTH 31°38'25" EAST ALONG SAID CENTERLINE, 47.36 FEET;

THENCE NORTH 08°51'49" EAST ALONG SAID CENTERLINE, 39.12 FEET TO THE CENTERLINE OF AN EXISTING BRIDGE DECK;

THENCE NORTH 02°29'23" EAST ALONG SAID BRIDGE CENTERLINE, 24.00 FEET TO THE CENTERLINE OF AN EXISTING GRAVEL DRIVE;

THENCE NORTH 01°16'42" WEST ALONG SAID GRAVEL DRIVE CENTERLINE, 28.65 FEET;

THENCE NORTH 14°08'44" WEST ALONG SAID CENTERLINE, 28.62 FEET;

THENCE NORTH 27°15'16" WEST ALONG SAID CENTERLINE, 26.26 FEET TO A POINT ON THE NORTH BOUNDARY OF THE AFOREMENTIONED LOT 2 OF "SHORT PLAT NO. 96-0022", SAID POINT BEARS SOUTH 89°09'22" EAST, 59.85 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2;

THENCE CONTINUING NORTH 27°15'16" WEST ALONG SAID GRAVEL DRIVE CENTERLINE, 30.49 FEET;

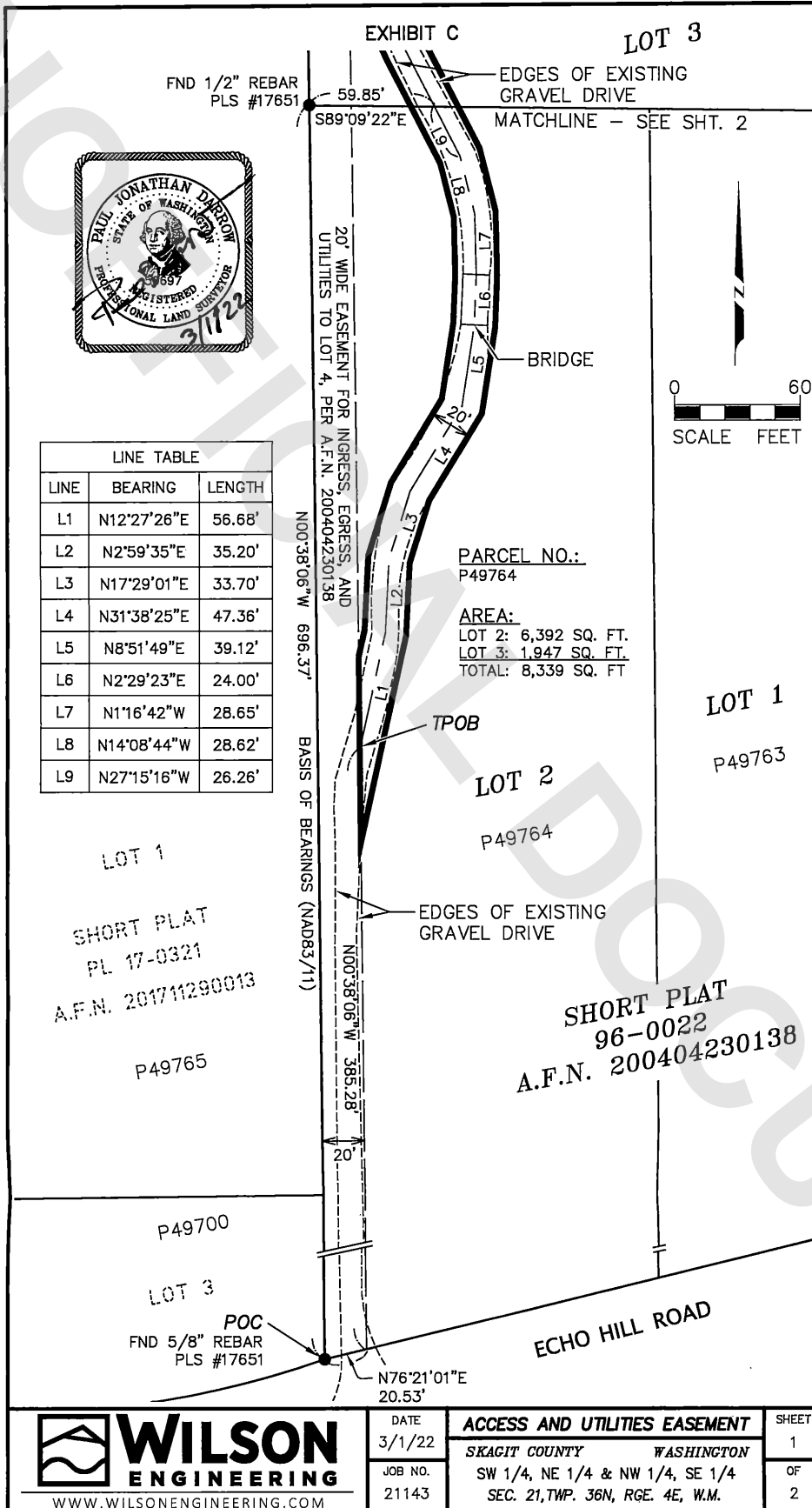
THENCE NORTH 23°59'23" WEST ALONG SAID CENTERLINE, 65.99 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LIMIT OF AN EXISTING TWENTY-FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, SAID POINT BEING THE **TERMINUS** OF THE LINE AND EASEMENT DESCRIBED HEREIN FROM WHICH THE AFOREMENTIONED NORTHWEST CORNER OF LOT 2 BEARS SOUTH 12°24'59" WEST, 88.59 FEET;

THE SIDELINES OF THE EASEMENT SHALL BE PROLONGED OR SHORTENED TO INTERSECT SAID LOTS AND PORTIONS.

CONTAINS 6,392 SQUARE FEET WITHIN SAID LOT 2 AND 1,947 SQUARE FEET WITHIN SAID LOT 3 FOR A TOTAL OF 8,339 SQUARE FEET MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.





LINE TABLE

LINE	BEARING	LENGTH
L1	N12°27'26"E	56.68'
L2	N2°59'35"E	35.20'
L3	N17°29'01"E	33.70'
L4	N31°38'25"E	47.36'
L5	N8°51'49"E	39.12'
L6	N2°29'23"E	24.00'
L7	N1°16'42"W	28.65'
L8	N14°08'44"W	28.62'
L9	N27°15'16"W	26.26'

PARCEL NO.:  
P49764

AREA:  
LOT 2: 6,392 SQ. FT.  
LOT 3: 1,947 SQ. FT.  
TOTAL: 8,339 SQ. FT.

LOT 1  
SHORT PLAT  
PL 17-0321  
A.F.N. 201711290013  
P49765

LOT 2  
P49764

SHORT PLAT  
96-0022  
A.F.N. 200404230138

P49700

LOT 3  
POC  
FND 5/8" REBAR  
PLS #17651

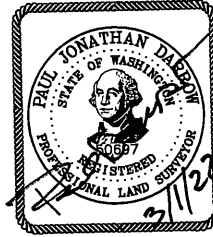


**WILSON**  
ENGINEERING  
WWW.WILSONENGINEERING.COM

DATE 3/1/22	<b>ACCESS AND UTILITIES EASEMENT</b>
JOB NO. 21143	SKAGIT COUNTY WASHINGTON SW 1/4, NE 1/4 & NW 1/4, SE 1/4 SEC. 21, TWP. 36N, RGE. 4E, W.M.

SHEET 1
OF 2

EXHIBIT C



FND 1/2" REBAR  
PLS #28023

20' WIDE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES TO LOT 4, PER A.F.N. 200404230138

PARCEL NO.:  
P49699

AREA:  
LOT 2: 6,392 SQ. FT.  
LOT 3: 1,947 SQ. FT.  
TOTAL: 8,339 SQ. FT.



SHORT PLAT  
96-0022  
A.F.N. 200404230138

LOT 1  
SHORT PLAT  
PL 17-0321  
A.F.N. 201711290013

LOT 3  
P49699

EDGES OF EXISTING GRAVEL DRIVE

P49765

S12°24'59"W  
88.59'

FND 1/2" REBAR  
PLS #17651

59.85'  
S89°09'22"E

LINE TABLE		
LINE	BEARING	LENGTH
L10	N27°15'16"W	30.49'
L11	N23°59'23"W	65.99'

MATCHLINE - SEE SHT. 1

LOT 2

LOT 1



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ENGINEERING

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DATE  
3/1/22

JOB NO.  
21143

**ACCESS AND UTILITIES EASEMENT**

SKAGIT COUNTY WASHINGTON  
SW 1/4, NE 1/4 & NW 1/4, SE 1/4  
SEC. 21, TWP. 36N, RGE. 4E, W.M.

SHEET  
2  
OF  
2