



**202301120018**

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REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Dena Thompson</u> DATE <u>1.12.23</u>
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**DOCUMENT TITLE:**

PARTIAL RELINQUISHMENT OF EASEMENT

**REFERENCE NO. OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:**

846960

**GRANTOR:**

PAUL BROWN

**GRANTEES:**

KURT J. SIGFUSSON & KIMBERLEY D. SIGFUSSON, husband and wife  
BUNKER LANE, LLC, a Washington limited liability company

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 1, SP 95-001 in SW1/4 of 8-36-4 E W.M.  
Lot A, SP 18-75 in SW1/4 of 8-36-4 E. W.M.  
Lot 2, SP 95-001 in SW1/4 of 8-36-4 E W.M.

Full legal descriptions at pages 4-6 hereto

**ASSESSOR'S TAX PARCEL NUMBERS:**

P49109  
P49111  
P107574

## PARTIAL RELINQUISHMENT OF EASEMENT

THIS PARTIAL RELINQUISHMENT OF EASEMENT ("**Release**") is made and entered into this 1 day of 9, 2023, by and between PAUL BROWN (hereinafter "Grantor"), and KURT J. SIGFUSSON and KIMBERLEY D. SIGFUSSON, husband and wife, and BUNKER LANE, LLC, a Washington limited liability company (hereinafter "Grantees"). Grantor and Grantees may be referred to herein individually as "Party" or collectively as "Parties."

### RECITALS

**WHEREAS**, Grantor Paul Brown owns the real property legally described in **Exhibit A** hereto and fully incorporated herein by reference (hereinafter "Brown Property"); and

**WHEREAS**, Grantees Kurt J. Sigfusson and Kimberley D. Sigfusson own the real property legally described in **Exhibit B** hereto and fully incorporated herein by reference (hereinafter "Sigfusson Property"); and

**WHEREAS**, Grantee Bunker Lane, LLC owns the real property legally described in **Exhibit C** hereto any fully incorporated herein by reference (hereinafter "Bunker Lane Property"); and

**WHEREAS**, an easement for ingress, egress, and utilities affecting the Brown Property, the Sigfusson Property, and the Bunker Lane Property, described in **Exhibit D** hereto and fully incorporated herein by reference, was established by a 1976 real estate contract recorded under Skagit County Auditor's file No. 846960 ("Existing Easement"); and

**WHEREAS**, the Existing Easement is depicted on Short Plat No. 95-001 that established the Brown Property, recorded under Skagit County Auditor's File No. 9504190059; and

**WHEREAS**, SP 95-001 was later corrected by an Affidavit of Correction, recorded under Skagit County Auditor's File No. 200010110024; and

**WHEREAS**, in 2021, the Sigfussons released the portion of the easement benefitting the Sigfusson Property in a release recorded under Skagit County Auditor's File No. 202111220031; and

**WHEREAS**, Grantor now desires to relinquish a portion of the Existing Easement as a neighborly accommodation to facilitate the future development of the Bunker Lane Property; and

**WHEREAS**, the Parties acknowledge that the portion of the Existing Easement not relinquished remains in full force and effect; and

**WHEREAS**, these recitals are a material part of this Agreement,

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Partial Relinquishment of Existing Easement.** Grantor hereby terminates and releases all rights and interests of the Brown Property in and to that portion of the Existing Easement lying west and north of the western boundary of the Brown Property. The portion of the Existing Easement being relinquished is depicted in **Exhibit E**.

2. **Portion of Existing Easement Retained.** The remainder of the Existing Easement for the benefit of the Brown Property (that portion of the Existing Easement lying east of the of the western boundary of the Brown Property and south of the Southern boundary of the Brown Property) remains in full force and effect.

3. **Consideration.** This Release is being provided by Grantor as a neighborly accommodation. No monetary consideration has been provided in exchange for this Release.

4. **Binding Effect.** This Release shall run with the land and shall be binding on all future owners of the Brown Property.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written.

**GRANTOR:**

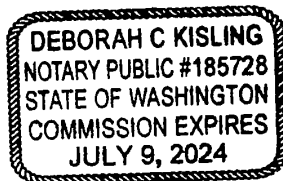
*Paul Brown*

PAUL BROWN

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that PAUL BROWN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1-9-23



*Deborah C. Kislign*  
NOTARY PUBLIC in and for the State of  
Washington. My Commission Expires: 07-09-24

**EXHIBIT A**  
**Legal Description of the Brown Property**

Parcel No. P49109

Lot 1, Skagit County Short Plat No. 95-001, approved April 11, 1995, recorded April 19, 1995, in Book 11 of Short Plats, pages 192 and 193, under Auditor's File No. 9504190059, and by Affidavit of Correction recorded October 11, 2000, under Auditor's File No. 200010110024, records of Skagit County, Washington, and being a portion of the Southwest 1/4 of Section 8, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B**  
**Legal Description of the Sigfusson Property**

Parcel No. P49111

Tract "A" Short Plat No. 18-75 revised, approved August 11, 1986, recorded August 22, 1986 in Volume 7 of Short Plats, Page 110, under Auditor's File No. 860822005, records of Skagit County, Washington; being a portion of the Southwest 1/4 of Section 8, Township 36 North, Range 4 East W.M.

Situate in the County of Skagit, State of Washington.

**EXHIBIT C**  
**Legal Description of the Bunker Lane Property**

Parcel No. P107574

Lot 2, Skagit County Short Plat No. 95-001, approved April 11, 1995, recorded April 19, 1995, in Book 11 of Short Plats, pages 192 and 193, under Auditor's File No. 9504190059, and by Affidavit of Correction recorded October 11, 2000, under Auditor's File No. 200010110024, records of Skagit County, Washington, and being a portion of the Southwest 1/4 of Section 8, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

**EXHIBIT D**  
**Legal Description of the Existing Easement**

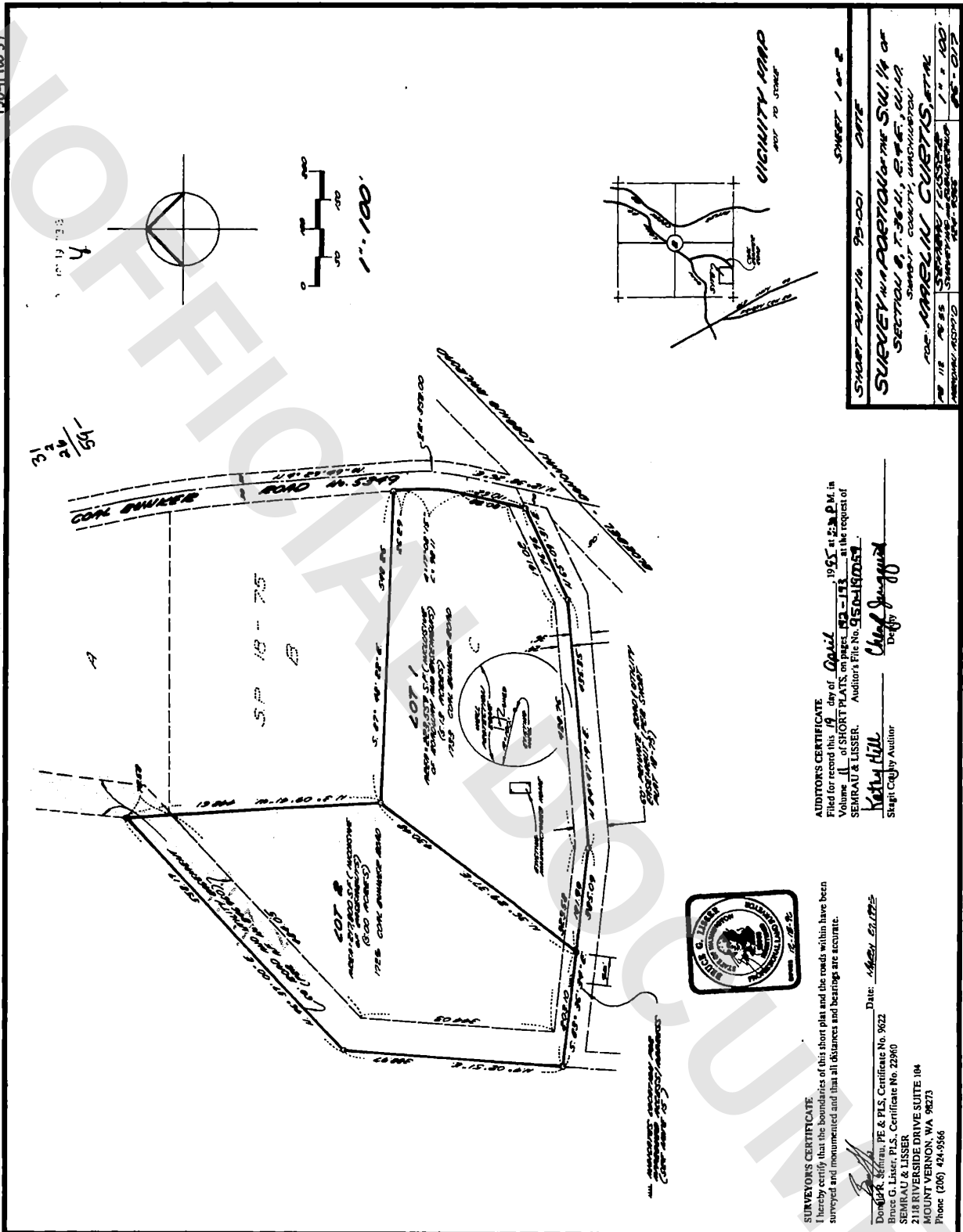
That portion of the Southwest ¼ of Section 8, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of the said Section 8; thence South 87°48' 22" East along the South line of the said Section 8, 600.82 feet to an intersection with the East line of the West 600 feet of the said Section 8;  
thence North 0°47'30" West along said East line parallel with the West line of said Section 8, 238.81 feet to the intersection with the Northerly margin of the B.D.L.M. railway right-of-way and the Southwesterly corner of that certain tract of land 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, 608.07 feet to an intersection with the Southeasterly line of that certain tract of land conveyed to State of Washington by instrument recorded under Auditor's File No. 228838;  
thence North 46°37'00" East along said Southeasterly Line (called North 45°33'00" East in said instrument), 558.17 feet to the Southeast corner of 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), 221.35 feet to an intersection with the Southeasterly margin of the Alger-Cain Lake Road, as conveyed to Skagit County for road purposes dated by deed May 12, 1953, and recorded on June 25, 1953, under Auditor's file No. 489888;  
thence North 59°39' 03" East along said Southeasterly margin (called North 58°36' East on Skagit County Road Plan), 60.00 feet; thence South 30°20'57" East 36.91 feet; thence South 7°42'21" West, 250.24 feet to an intersection with a line that is parallel with and 60 feet Southeasterly as measured at right angles from said Southeasterly line of the State of Washington tract;  
thence South 46°37' 00" West along said parallel line a distance of 555.99 feet to an intersection with a line that is parallel with and 60 feet East as measured at right angles from said West line of tract conveyed under Auditor's File No. 689013;  
thence South 4°02'51" West along the said parallel line, 344.03 feet;  
thence South 83°36'34" East 323.58 feet;  
thence North 84°47'19" East 428.76 feet to a point to be hereinafter referred to as Point "Y";  
thence North 65°09'31" East 203 .61 feet to an 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, 62.58 feet to an intersection with said Northerly margin of the Bloedel Donovan Lumber Mills Railway right-of-way;  
thence South 46°15'00" West along said Northerly margin 31.89 feet;

thence South 65°09'31" West 145.73 feet to a point which is South 15°01'35"  
East 60.89 feet from before mentioned Point "Y";  
thence South 84°47'19" West 445.24 feet;  
thence North 83°36'34" West 357.25 feet to an intersection with a line that is  
parallel with and 30 feet East as measured at right angles from said West line of  
tract conveyed under Auditor's File No. 689013;  
thence South 4°02'51" West along said parallel line, 190.31 feet to an  
intersection with said Northerly margin of the Bloedel Donovan Lumber Mills  
Railway right-of-way;  
thence North 70°12'00" West along the said Northerly margin 31.17 feet to the  
true point of beginning.



9504190059



**EXHIBIT E**

V. 11 Sh. Plot pg 192