

When Recorded Return to: 16
2
18

MICHAEL A. WINSLOW
ATTORNEY AT LAW
411 MAIN STREET
MOUNT VERNON, WA 98273

EASEMENT FOR INGRESS AND EGRESS
9603080091

KATHY HILL
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

'96 MAR -8 P3 51
MAR - 8 1996

RECORDED FILES
REQUEST OF
Amount Paid \$
Co. Treasurer
Deputy

This Agreement is made this 27 day of FEBRUARY 1996 by and between C. Roger Sahlin and Gerryann Sahlin (Grantor) and Lloyd E. Sanderson, Anita P. Sanderson and Terry Sanderson (Grantee). In addition this Agreement is approved by the Port of Anacortes, which, as condemnor will be the successor to Grantor. In consideration of settlement of claims under Skagit County Cause No. 95-2-010477 and other good and valuable consideration, Grantor hereby grants to Grantee the following easement.

A. Easement. A nonexclusive 30 foot wide perpetual easement (the Easement) over Grantor's property described in Exhibit A attached hereto and made a part hereof for the limited purpose of ingress and egress and underground utilities between March Point Road and Grantee's property which is described in Exhibit B attached hereto and made a part hereof. The location of the Easement shall be legally described in Exhibit C which is attached hereto and made a part hereof. A map showing the approximate location of the Easement is attached hereto as Exhibit D and made a part hereof. The map is not intended to define the Easement Area (which is described in Exhibit C). Said Easement is appurtenant to Grantee's property described in Exhibit B and shall be a covenant running with the land.

B. Terms and Conditions. The Easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantor and Grantee hereby promise to faithfully and fully observe and perform:

1. Use. Subject to the right of ingress and egress and the right to install and maintain underground utilities, Grantee's use of the Easement may not interfere, impede or restrict Grantor's use of Grantor's property.

2. Reservation of Right to Change Location of Easement. If Grantor determines, at its sole discretion, that the original location of the Easement set forth in the above Paragraph A impairs or impedes Grantor's use of its property, then Grantor may upon 60 days written notice, relocate the Easement to provide an alternate, comparable easement for ingress

9603080091

BK 1527 PG 0219

and egress and underground utilities between Grantee's property (Exhibit B) and March Point Road (hereinafter the "Relocated Easement"). In such event Grantee may site the Relocated Easement partially or entirely within Grantor's property described in Exhibit A or partially or entirely within the adjacent property which is described in Exhibit E which is attached hereto and made a part hereof. Said adjacent property is identified in the map set forth in Exhibit D as Parcel "A". The cost of such relocation shall be borne by Grantor. In the event of such relocation, Grantee shall have no further rights to use the Easement at its original location (legally described in Exhibit C) provided, that in the event that as of the time of such relocation, Grantee has installed underground utilities at the original Easement location (Exhibit C), Grantor may, at its sole discretion, allow Grantee to continue to use the original Easement location for the limited purpose of the then installed underground utilities. Any such election shall be made by Grantor in writing. If Grantor so elects, then the area of the original Easement shall be reduced pro tanto to the such area as is actually occupied by the then installed underground utilities.

3. Roadway Construction/Installation of Underground Utilities. To the extent Grantee desires to improve the Easement right of way by grading or paving or install underground utilities, Grantee shall do so at its own cost, provided that:

(a) Grantee shall provide Grantor with at least five (5) days' written notice of its intent to enter upon Grantor's property to commence such activity and/or to make repairs or perform maintenance, provided, that in the event of an emergency requiring immediate repair or maintenance, Grantee may take such reasonable action upon such notice to Grantor as is reasonable under the circumstances.

(b) The cost of maintenance and repair of those portions of the roadway over the Easement area which are used by both Grantor and Grantee shall be shared equally.

4. Reservation of Rights by Grantor. Except as expressly provided herein, this Easement does not grant any right to use any portion of the others property. Grantor

expressly reserves all rights except as expressly provided herein. Specifically, and without limitation, Grantor reserves the right to use the Easement area for its own underground utilities.

5. Compliance with Laws and Regulations. Grantee shall at all times exercise its rights herein, in accordance with all applicable statutes, laws and regulations of any public authority having jurisdiction. Specifically, and without limitation, the Easement shall not be considered in identifying setbacks on other use restrictions.

6. Mutual Release and Indemnity.

(a) By Grantee. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein, *including but not limited to all claims and actions brought by any* provided, however, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantor or Grantor's agents or employees.

(b) By Grantor. Grantor does hereby release, indemnify and promise to defend and save harmless Grantee from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantee in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantor and Grantor's servants, agents, employees and contractors in the exercise of the rights granted herein, *including but not limited to all claims and actions brought by any* provided, however, this paragraph does not purport to indemnify Grantee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantee or Grantee's agents or employees.

7. Temporary License to Use Existing Dirt Roads. Until the earlier of (1) the date that Grantee commences using the Easement described in this Agreement or (2) such time that the Grantor commences development which precludes use of the dirt road described below (based upon Grantor's sole discretion) and notifies Grantee to quit use of said dirt road, Grantee

(including its agents and invitees) may use the existing dirt road identified in Exhibit C for ingress and egress. It is understood that the use of the existing dirt road is pursuant to a temporary license and is not an easement and that said dirt road may not be improved, altered or modified by the Grantee. The provisions of paragraph B(6) shall apply during such time as Grantee uses the aforementioned dirt road.

8. Joinder of Port. As condemnor of both the servient estate (Exhibit A), the adjacent property (Exhibit E) the Port joins in this Easement and agrees to be bound as Grantor.

Grantor

By *[Signature]*

By *[Signature]*

Grantee

By *[Signature]*

By *[Signature]*

By *[Signature]*

Port of Anacortes

By *[Signature]*

Its *PRESIDENT*

STATE OF Washington)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Stan Kurouski is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Port Commission to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-27-96

[Seal or Stamp]

Patricia A Howe
Notary Public
Patricia A Howe
[Printed Name]
My appointment expires 5-5-97
Residing in Mt Vernon

STATE OF Washington)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Lloyd E. Sanderson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/hers) free and voluntary act for the uses and purposes mentioned in the instrument.

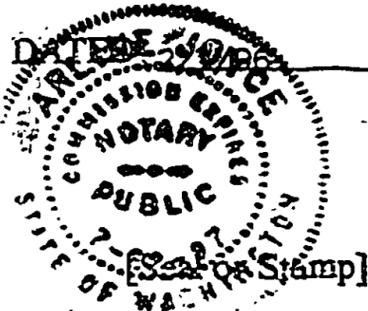
DATED: 2/7/96



Arline Joyce
Notary Public
Arline Joyce
[Printed Name]
My appointment expires 7/22/97

STATE OF Washington)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Anita P. Sanderson is the person who appeared before me, and said person acknowledged that ~~(he)~~(she) signed this instrument and acknowledged it to be ~~(his)~~(her) free and voluntary act for the uses and purposes mentioned in the instrument.



Arline Joyce
Notary Public
Arline Joyce
[Printed Name]
My appointment expires 7/22/97

STATE OF Washington)
) ss.
COUNTY OF Skagit)

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

DATED: 2/7/96



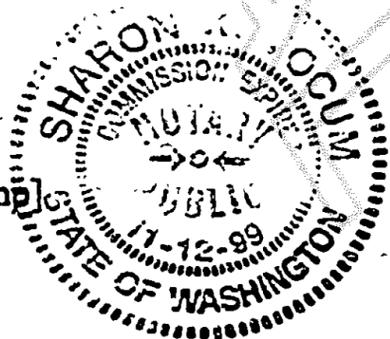
Arline Joyce
Notary Public
Arline Joyce
[Printed Name]
My appointment expires 7/22/97

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that C. Roger Sahlin is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Feb 20, 1996

[Seal or Stamp]



Sharon K. Yocum
Notary Public
Sharon K. Yocum
[Printed Name]
My appointment expires 11/12/99

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

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

DATED: Feb. 20, 1996

[Seal or Stamp]



Sharon K. Yocum
Notary Public
Sharon K. Yocum
[Printed Name]
My appointment expires 11/12/99

9603080091

EK1527PG0225

That portion of the following described tract of land lying and being Southerly of the State Highway as same existed on November 10, 1933 to-wit:

A strip of land 250 feet wide in Government Lots 1 and 2, of Section 3, Township 34 North, Range 2 East, W.M., being all that part of said Lots 1 and 2, lying between two lines parallel to and distant, respectively, 50 feet and 300 feet Southerly measured at right angles, from the centerline of the main tract of the Great Northern Railway as now located and constructed, EXCEPTING THEREFROM all that part thereof lying Southwest of the following described line:

Beginning at a point in said Lot 2, 300 feet distant Southeasterly from the said centerline of main tract, as measured at right angles to said centerline from a point therein, 555.4 feet distant, Northeasterly, measured along said centerline, from the West line of said Lot 2;
thence Northwesterly at right angles to said centerline 165 feet to a point 115 feet distant Southeasterly from said centerline;
thence Northwesterly in a straight line to a point 50 feet distant Southeasterly from said centerline, as measured at right angles, thereto, from a point therein 430.4 feet distant Northeasterly measured along said centerline from the West line of said Lot 2, AND EXCEPT Puget Sound and Baker River Railway.

Situate in the County of Skagit, State of Washington.

Exhibit A

BK 1527 PGG 226

9603080091

That portion of the West 660 feet of Government Lot 2, Section 3, Township 34 North, Range 2 East, W.M., lying Northeasterly of State Route 20, and lying Southeasterly of the Southeasterly line of the Puget Sound and Baker River Railway right-of-way, and lying Westerly of the following described line:

Beginning at the center of said Section 3; thence North 2 degrees 07' 34" East along the North-South centerline of said section a distance of 76.50 feet; thence South 87 degrees 52' 26" East a distance of 683.98 feet to a point of intersection with the Northerly right-of-way line of State Route 20, and an existing barb wire fence line, said point being the true point of beginning of this line description; thence North 3 degrees 48' 26" East along said barb wire fence line, a distance of 1112.12 feet to an angle point in said fence line; thence North 47 degrees 54' 08" East along said fence line a distance of 19.12 feet to another angle point in said fence line; thence North 5 degrees 07' 56" East along said fence line and said fence line extended, a distance of 137.38 feet, more or less, to the Southeasterly right-of-way line of the Puget Sound and Baker River Railway right-of-way and the terminus of said line description.

EXCEPT from all of the above, that portion thereof lying within the boundaries of that certain tract of land conveyed to Public Utility District No. 1 of Skagit County, a Municipal Corporation, by Deed recorded under Auditor's File No. 610913, records of Skagit County, Washington.

EXHIBIT B

9603080091

BK 1527 PG 0227

That portion of land described as

Beginning at the Northwest property corner of Parcel "A" where the Western property line of Parcel "A" intersects the Southern property line of Parcel "B"

thence; Westerly thirty (30) feet along the most Southern property line of Parcel "B"

thence; Northeasterly two hundred ten (210) feet more or less to the intersection of the easterly property line of the Puget Sound and Baker River Railroad at its intersection with March Point Road and the Northern property line of Parcel B abutting the March Point Road right of way

thence; Easterly thirty (30) feet along the Northern property line of Parcel B

thence Southwesterly two hundred fifteen (215) feet more or less to the point of origin.

Parcel "A" and Parcel "B" being defined as those parcels legally described and identified on the Record of Survey for Homeport Properties Inc. dated September 7, 1995 in Book of Surveys on pages 106 - 107 under Auditor's File No. 8502070048, for the County of Skagit, State of Washington.

PARCEL A -

That portion of Government Lots 1 and 2 in Section 3, Township 34 North, Range 2 East, W.M., lying Southerly of a line which is equidistant 300 feet Southerly of and parallel to or concentric with the centerline of the right of way of the Great Northern Railway Company (formerly Seattle and Northern Railway Co.), as said centerline of said railroad existed on June 4, 1902, and lying Southwesterly of the Old Anacortes - Mount Vernon Highway more commonly referred to as March Point Road, and lying Easterly of that Boundary Line Adjustment between Lloyd E. Sanderson and Anita P. Sanderson, husband and wife and Keith D. Sanderson and Caroline N. Sanderson, husband and wife, and A.R. Kinney and Vera M. Kinney, husband and wife by those instruments recorded under Auditor's File Nos. 9302260002 and 9302260003, records of Skagit County, Washington; and lying Northeasterly of the Primary State Highway No. 1.

TOGETHER WITH that portion of the East 40 rods of the North 45 rods of the Northwest $\frac{1}{2}$ of the Southeast $\frac{1}{2}$ of said Section 3, Township 34 North, Range 2 East, W.M., lying Northeast of the State Highway.

EXCEPT that portion of said Government Lot 1 in Section 3, Township 34 North, Range 2 East, W.M., lying Southerly of the Southwesterly right of way line of that 60 foot wide County road commonly referred to as March Point Road, and lying Southerly of the approximate top of the bank to that hill above the gravel pit excavation site as same existed in February, 1993 and being more particularly described as follows:

Beginning at a point at the intersection of the West line of said Government Lot 1 and that line described herein as being said top of the bank and the Northerly line of this property description, which point bears North $1^{\circ}51'35''$ East, a distance of 264.10 feet, more or less, from the Southwest corner of said subdivision; thence along said top of bank in a Northerly and Easterly direction along the following described courses and distances: North $88^{\circ}34'17''$ East, a distance of 83.84 feet; North $72^{\circ}19'44''$ East, a distance of 134.88 feet; North $28^{\circ}40'26''$ East, a distance of 68.65 feet to a point which bears South $55^{\circ}30'39''$ West along a line perpendicular to the Southwesterly right of way line of said County road, a distance of 55.19 feet, more or less; thence North $55^{\circ}30'39''$ East along said perpendicular line, a distance of 55.19 feet, more or less, to the Southwesterly right of way line of said County road and the terminus of this property line description.

ALSO, EXCEPT that portion of the above described tract of land lying within the following description or described as follows:

Beginning at a point on the East line of said Section 3 which is 2,158.2 feet North of the Southeast corner of said Section; thence North 143.4 feet to the Westerly line of the E. Kasch Road; thence North $35^{\circ}22'$ West along the Westerly line of said road, 396.7 feet; thence North $76^{\circ}07'$ West 482 feet; thence South 582.6 feet; thence East 697.6 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

9603080091

EXHIBIT

E

BK 1527 PG 0230