

UNOFFICIAL



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Kathy Hill, Skagit County Auditor

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After recording, return to:
Adelstein, Sharpe & Serka
P. O. Box 5158
Bellingham, WA 98227-5158

TEMPORARY EASEMENT AGREEMENT

GRANTORS: LANDRY CORKERY and SUSAN CORKERY;
R.M. SCHAYES and SHARON R. SCHAYES
GRANTEE: SAMISH FARM WATER ASSOCIATION
GRANTEE (Trustee): N/A
LEGAL DESCRIPTION: PTN OF GOV LOTS 1 & 2 SEC 28 TS 36N R2E
TAX PARCEL I.D. #: P115741, P47286; R47285, R47288, R47289, R47303,
R47307, R47308, R47310
REFERENCE #'s: 481467; 484729

THIS AGREEMENT is made and entered into by LANDRY CORKERY and SUSAN CORKERY; R.M. SCHAYES and SHARON R. SCHAYES (collectively referred to as the "Grantors"), and SAMISH FARM WATER ASSOCIATION, a non-profit association duly organized pursuant to the laws of the State of Washington (hereinafter referred to as the "Grantee").

WHEREAS, SCHAYES are the owners of the following-described real property:

Lots 4-A and 4-B as shown in Short Plat No. 45 – 84 recorded in Volume 7 of Short Plats, page 8, under Skagit County Auditor's File No. 8502200050.

WHEREAS, CORKERYs are the owners of the property legally described in Exhibit "A" attached hereto and incorporated by reference herein.

WHEREAS, Grantee retains easements over, under and across the Grantors' property for the placement and maintenance of a waterline, 20-feet in width. Said easement is recorded under Skagit County Auditor File No. 481467. In addition, Grantee retains a 40-foot wide easement for

ingress and egress over Grantees' property. The easement is recorded under Skagit County Auditor File No. 484729, and

WHEREAS, the Grantors are willing to grant and convey to the Grantee a temporary easement, 40-feet in width, in order to permit Grantee access to Grantors' property for the feasibility of relocating the existing road and waterline easement in another location which would cause less impact to Grantors' property.

In consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

1. **EASEMENT FOR INGRESS AND EGRESS.**

Grantors hereby convey and warrant to Grantee a temporary non-exclusive easement, 40-feet in width, over, under and across Grantors' property. The centerline of the 40-foot easement is the common boundary between CORKERY and SCHAYES' properties, legally described as follows:

A strip of land 40-feet in width, Government Lots 1 and 2, Section 28, Township 36 north, Range 2 east, W.M., the centerline of which is described as follows:

Commencing at the east corner of said Section 28, which is a 3/4" iron pipe; thence north 0°30'00" west along the east line of said Government Lot 2 a distance of 264.03 feet to a 1/2" iron pipe; thence continue north 0°30'00" west a distance of 494.24 feet to the TRUE POINT OF BEGINNING; thence north 923.82 feet; thence west 614.07 feet; thence north 46°30'00" west a distance of 200 feet to a point which is the terminus.

A copy of the easement is depicted in Exhibit "B" which is attached hereto and incorporated by reference herein.

2. **CONDITIONS**

This easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully observe and perform:

- A. **Purpose.** This easement is conveyed to Grantee to permit Grantee access to Grantors' property for the purpose of exploring the feasibility of relocating an existing waterline and road to the herein-described easement location.

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B. Term. This easement commences on the date this instrument is signed and terminates without notice on August 14, 2000.

C. Inspection. Grantee shall pay any costs for any inspections or studies that it deems necessary in order to determine the feasibility of constructing a waterline and access road. Grantors hereby grant to Grantee, and its employees, agents and contractors, the non-exclusive right to enter upon Grantors' property, from time to time, during the term of this easement for the purpose of conducting and making a survey and such studies which Grantee deems necessary and appropriate with respect to the easement in order to determine the feasibility of constructing a waterline and access road.

Grantee shall indemnify and hold Grantors harmless from and defend Grantors against any and all liens, costs, bodily injury or property damage and/or expenses arising by reason of the acts or omissions by Grantee, and its employees, agents and contractors, when on Grantors' property when exercising its easement rights hereunder.

D. Restoration. In the event the easement expires, by its terms, or Grantee provides written notice to Grantors that it does not request a permanent easement from Grantors, then Grantee shall fill any boring holes and/or test sites or ditches that may have been excavated and restore Grantors' property as reasonably as possible, except for such trees and shrubs that were required to be removed by Grantee in order to conduct its feasibility study.

E. Permanent Easement. Grantee shall provide Grantors written notice should it want to convert the temporary easement to a perpetual easement. Said written notice shall be postmarked before the expiration date of said easement, as specified in paragraph 2B herein. Upon receipt of written notice, Grantors shall convey a perpetual easement to Grantee to use said easement as described herein for the purpose of ingress, egress and for the construction and maintenance of a waterline. In exchange, the Grantee shall quit claim and extinguish in favor of Grantor SCHAYES, an easement for waterline recorded under Auditor File No. 481467 and the easement for ingress and egress recorded under Auditor File No. 484729 so that the easement merges with Grantor SCHAYES' title and forever is extinguished. Within a reasonable time of the



termination of the existing easements in favor of Grantee, Grantee shall remove from the easement area the waterline now existing, at its sole cost and expense.

3. **ASSIGNMENT**

Grantee shall not assign its rights hereunder without prior written consent of Grantors, which consent shall not be unreasonably withheld.

4. **NOTICES**

All notices are required to be in writing under this Agreement shall be given as follows:

GRANTORS: R.M. SCHAYES and SHARON R. SCHAYES
599 Pleasant Bay Road
Bellingham, WA 98226

LANDRY CORKERY and SUSAN CORKERY
450 Cove Road
Bellingham, WA 98226

GRANTEE: SAMISH FARM WATER ASSOCIATION
P.O. Box 102
Bow, WA 98232

Notice shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change their address to which notices may be given by giving notice as above provided.

5. **SUCCESSORS AND ASSIGNS**

Subject to Section 2 herein, the rights and obligations of the parties shall inure to the benefit of, and be binding upon, the respective successors, heirs and assigns.



DATED this 28th day of February, 2000

GRANTORS:

Landry Can
LANDRY CORKERY

Susan Corkery
SUSAN CORKERY

R.M. Schayes
R.M. SCHAYES

Sharon R. Schayes
SHARON R. SCHAYES

GRANTEE:

SAMISH FARM WATER ASSOCIATION

By *Brian Baldie*
Brian Baldie, Its President

By _____
, Its Secretary

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 23 2000

Amount Paid \$0
By: *Jp*
Skagit County Treasurer
Deputy

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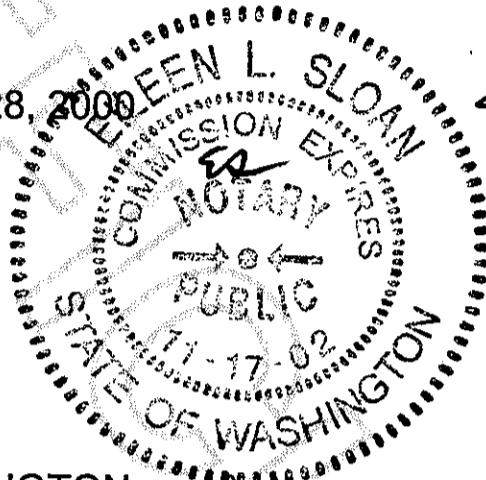
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STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **R.M. SCHAYES** 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: February 28, 2000



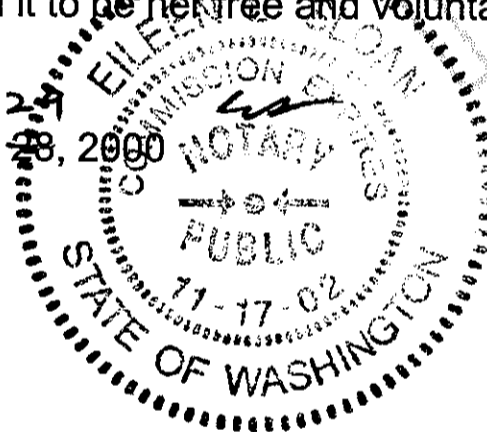
Eileen Sloan

Notary Public in and for the State of Washington
Print Name: EILEEN SLOAN
My commission expires: 11/17/02

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **SHARON R. SCHAYES** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: February 28, 2000



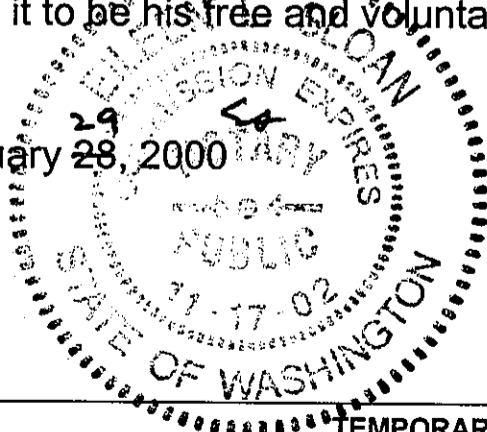
Eileen Sloan

Notary Public in and for the State of Washington
Print Name: EILEEN SLOAN
My commission expires: 11/17/02

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **LANDRY CORKERY** 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: February 28, 2000



Eileen Sloan

Notary Public in and for the State of Washington
Print Name: EILEEN SLOAN
My commission expires: 11/17/02

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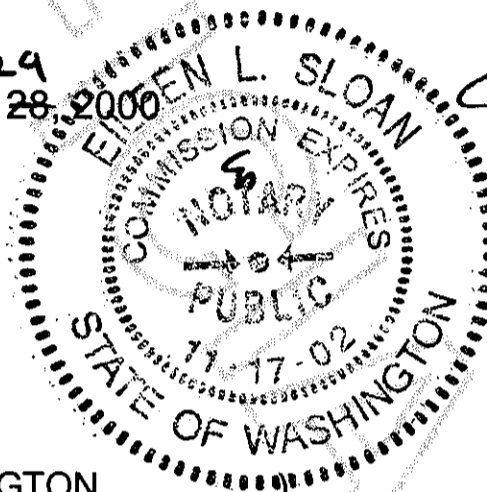


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STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **SUSAN CORKERY** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: February 28, 2000



Eileen Sloan

Notary Public in and for the State of Washington
Print Name: EILEEN SLOAN
My commission expires: 11/17/02

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that **BRIAN BALDIE** and *e* are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of the **SAMISH FARM WATER ASSOCIATION**, a non-profit association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 15, 2000

Beverly A. Summers
NOTARY PUBLIC, in and for the State of
Washington, residing at: Stanwood
Printed Name: Beverly A. Summers
My Commission expires: 5/20/03

SCHAYES/EASFME/T 2-14-03



LEGAL DESCRIPTION FOR: Samish Properties

Job No. 80129

Tract 3

That portion of Government Lot 2, Section 28, Township 36 North, Range 2 East, W.M., described as follows:

Commencing at the East quarter corner of said Section 28, which is a 3/4-inch iron pipe; thence North 0°30'00" West along the East line of said Government Lot 2 a distance of 264.03 feet to a 1/2-inch iron pipe; thence continue North 0°30'00" West a distance of 1055.97 feet; thence North 89°34'30" West a distance of 1214.90 feet to the TRUE POINT OF BEGINNING; thence South 46°30'00" East a distance of 200.00 feet; thence East 614.07 feet; thence South 923.82 feet; thence South 89°34'30" East parallel to the South line of said Government Lot 2 a distance of 25.00 feet; thence South 0°25'30" West a distance of 264.00 feet to said South line of Government Lot 2; thence North 89°34'30" West along said South line a distance of 165.00 feet; thence North 0°25'30" East a distance of 264.00 feet; thence North 89°34'30" West a distance of 627.00 feet; thence North 0°25'30" East a distance of 198.00 feet; thence North 89°34'30" West a distance of 82.50 feet; thence South 0°25'30" West a distance of 264.00 feet; thence North 89°34'30" West a distance of 82.50 feet; thence North 0°25'30" East a distance of 111.24 feet; thence North 89°34'30" West a distance of 125 feet more or less to the line of ordinary high tide; thence in a Northwesterly and Northerly direction along the line of ordinary high tide to a point which bears North 89°34'30" West from the true point of beginning; thence South 89°34'30" East to the TRUE POINT OF BEGINNING.

EXCEPT the following described portion thereof:

Beginning at a post established at the Southwest corner of said Lot 2, running thence East along the South line of Lot 2, 247.5 feet; thence North 528.00 feet to the TRUE POINT OF BEGINNING; thence North 792 feet more or less to the North line of Lot 2; thence West along the said North line 165.00 feet; thence South 792 feet; thence East 165.00 feet.

ALSO EXCEPT that portion of Government Lot 2, Section 28, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of tract conveyed to J. M. Baldwin by Deed recorded in Volume 17 of Deeds, Page 731; thence West to water's edge; thence North along water line 15 rods; thence East 23 2/3 rods; thence South 15 rods; thence West to the point of beginning.

EXHIBIT A



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Legal Description For: Samish Properties
Tract 3, Page 2

Job No. 80129

ALSO EXCEPT the following described parcel:

Beginning at the Northwest corner of a tract conveyed November 3, 1980, to Edwin Baldwin, by Deed recorded in Volume 16 of Deeds, Page 247, said point being 764.50 feet West and 462.00 feet North of the Southeast corner of said Lot 2; thence North 165.00 feet; thence East 264.00 feet; thence South 165.00 feet; thence West 264.00 feet to the point of beginning.

ALSO EXCEPT the following described parcel:

Beginning at a point on the North line of said Lot 2, 1122.00 feet West of the Northeast corner thereof; thence South parallel to the East line of said Lot 2, 223.00 feet to the TRUE POINT OF BEGINNING; thence South parallel to the East line of said Lot 2, 100.00 feet; thence West parallel to the North line of said Lot 2, 60.00 feet; thence North 100.00 feet; thence East 60.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH second class tidelands abutting thereon.

TOGETHER WITH a 60-foot strip of land for ingress, egress, roadway and utilities over, under and across portions of Government Lot 5, Section 27, Township 36 North, Range 2 East, W.M., and Government Lot: 2, Section 28, Township 36 North, Range 2 East, W.M., lying 30 feet on each side of the following described centerline:

Commencing at a 3/4-inch pipe at the quarter corner between said Sections 27 and 28; thence North $0^{\circ}30'00''$ West along the section line common to said Sections 27 and 28 a distance of 294.03 feet; thence South $89^{\circ}34'30''$ East a distance of 20.00 feet to the TRUE POINT OF BEGINNING of said centerline; thence North $89^{\circ}34'30''$ West a distance of 483.98 feet to the terminus.

SUBJECT TO easements recorded under Auditor's File Nos. 484729 and 481467.

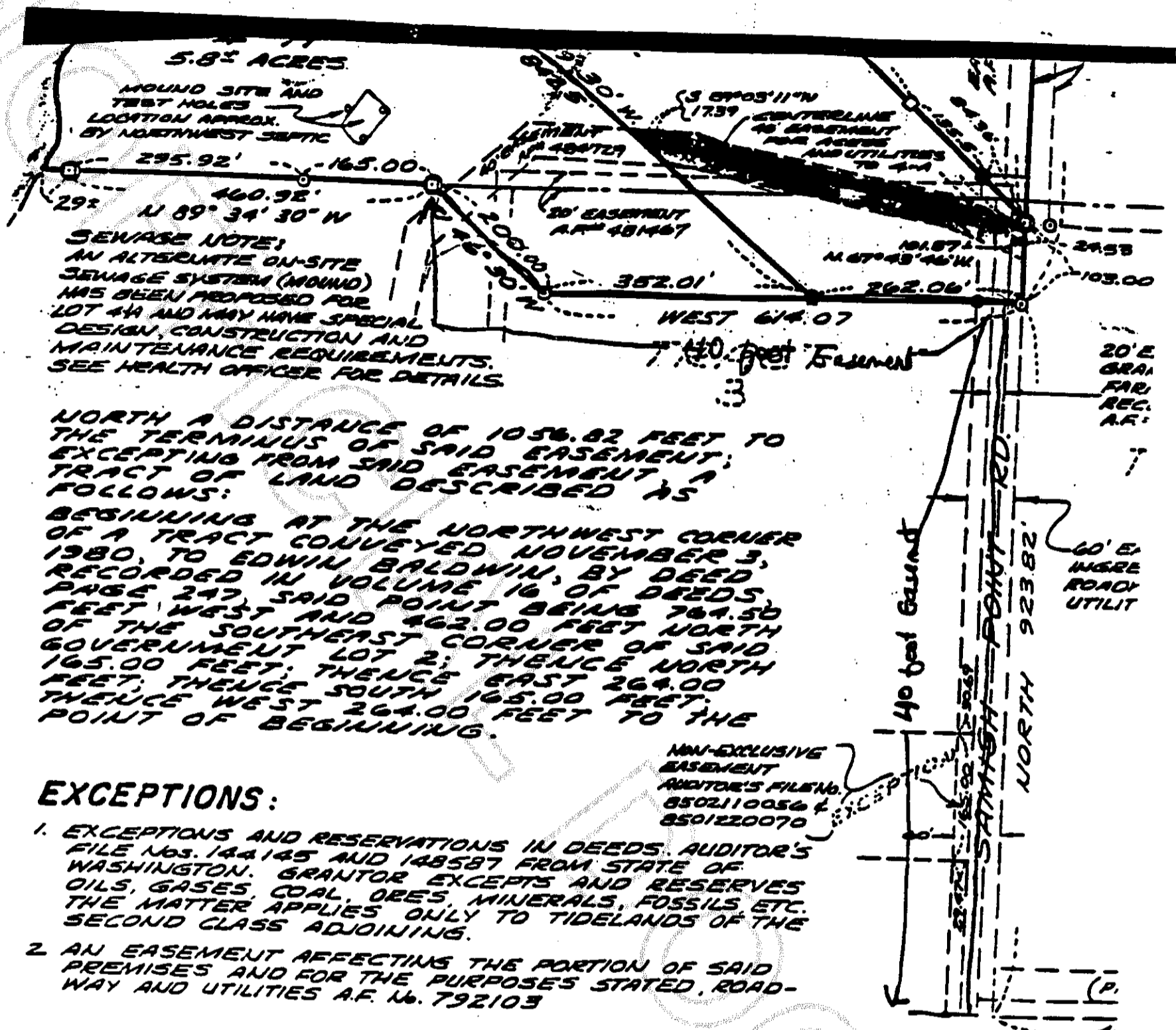
The above described tract is shown as "Tract 3" on record of survey map filed in Book _____ of Surveys at Pages _____ and _____ under Auditor's File No. _____, records of Skagit County, Washington.



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SEWAGE NOTE:
 AN ALTERNATE ON-SITE SEWAGE SYSTEM (MOUND) HAS BEEN PROPOSED FOR LOT 4A AND MAY HAVE SPECIAL DESIGN, CONSTRUCTION AND MAINTENANCE REQUIREMENTS. SEE HEALTH OFFICER FOR DETAILS.

NORTH A DISTANCE OF 1056.82 FEET TO THE TERMINUS OF SAID EASEMENT; EXCEPTING FROM SAID EASEMENT, A TRACT OF LAND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF A TRACT CONVEYED NOVEMBER 3, 1980, TO EDWIN BALDWIN, BY DEED, RECORDED IN VOLUME 16 OF DEEDS PAGE 247, SAID POINT BEING 764.50 FEET WEST AND 462.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH 165.00 FEET; THENCE EAST 264.00 FEET; THENCE SOUTH 165.00 FEET; THENCE WEST 264.00 FEET TO THE POINT OF BEGINNING.

EXCEPTIONS:

- EXCEPTIONS AND RESERVATIONS IN DEEDS. AUDITOR'S FILE NOS. 144145 AND 148587 FROM STATE OF WASHINGTON. GRANTOR EXCEPTS AND RESERVES OILS, GASES, COAL, ORES, MINERALS, FOSSILS ETC. THE MATTER APPLIES ONLY TO TIDELANDS OF THE SECOND CLASS ADJOINING.
- AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED, ROAD-WAY AND UTILITIES A.F. No. 792103

NON-EXCLUSIVE EASEMENT
 AUDITOR'S FILE NO.
 8502110056 &
 8501220070

TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED HAVE BEEN PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR OF 19__.
 THIS _____ DAY OF _____, 19__.

SKAGIT COUNTY, AUDITOR

EXHIBIT B



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Kathy Hill, Skagit County Auditor