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200101030056

Skagit County Auditor

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Document Title: EASEMENT FOR INGRESS/EGRESS AND WATERLINE
Grantors: LANDRY CORKERY and SUSAN CORKERY; R.M. SCHAYES and SHARON R. SCHAYES
Grantee: SAMISH FARM WATER ASSOCIATION
Legal Description: PTN OF GOV LOTS 1 & 2 SEC 28 TS 36N R2E
Tax Parcel I.D. #: P115741, P47286; P104066, R47285, R47310
Reference #'s: 481467; 484729

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EASEMENT FOR INGRESS/EGRESS AND WATERLINE

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, the Grantors are willing to grant and convey to the Grantee a permanent easement, for ingress, egress and waterline, 40-feet in width, on the following terms and conditions.

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, EGRESS AND WATERLINE**

Grantors hereby convey, grant and assign to Grantee a permanent non-exclusive easement, 40-feet in width, over, under and across Grantors' property defined herein for ingress/egress and to specifically for the installation and maintenance of a waterline. The legal description for the easement is 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., lying 20.00 feet on each side of the following described centerline:

Commencing at the East $\frac{1}{4}$ corner of said Section 28, which is a $\frac{3}{4}$ " iron pipe; thence North $0^{\circ}30'00''$ West along the east line of said Government Lot 2 a distance of 264.03 feet to a $\frac{1}{2}$ " iron pipe; thence continue North $89^{\circ}34'34''$ West a distance of 494.24 feet to the TRUE POINT OF BEGINNING; thence North 923.82 feet; thence West 584.07 feet to a point herein referred to as Reference Point "A"; thence North $46^{\circ}30'00''$ West a distance of 200 feet to the terminus of said centerline.

Together with an easement over, under, and across the following described property:

Beginning at the above-described reference Point "A"; thence South $0^{\circ}00'00''$ east a distance of 30.00 feet; thence North $90^{\circ}00'00''$ West a distance of 50.72 feet, more or less, to the east line of a 20-foot wide easement recorded under Auditor's File No. 481467; thence North $0^{\circ}30'00''$ west along said east line of said 20-foot easement a distance of 78.79 feet to a point lying north $46^{\circ}30'00''$ west from said Reference Point "A"; thence south $46^{\circ}30'00''$ cast, a distance of 70.87 feet to said Reference Point "A".

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. Expenses.** Costs for construction of the access road shall be borne $\frac{1}{3}$ by the Grantee and $\frac{1}{3}$ each by the two Grantors. Costs to construct the new waterline shall be borne by the Grantee. Grantors hereby grant to Grantees, its employees, agents and contractors, the non-exclusive right to enter upon the easement property, from time to time, during the term of this easement for the purpose of constructing and maintaining the access road and waterline as Grantee deems necessary and appropriate.
- B. Indemnification.** Grantee shall indemnify and hold Grantors harmless from and defend Grantors against any and all liens, costs, bodily injury, property claims



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.

- C. Drainage Rights.** In addition thereto, Grantor CORKERY hereby grants easement rights to the Grantee to periodically drain the storage tank waters onto the CORKERY property from the tank site owned by Grantee at a very slow rate so that it will not cause damages to the underlying property.
- D.** Grantee shall keep the easement property encumbered by the easement free from any liens arising from materials furnished or obligations incurred by Grantee related to the construction and/or maintenance of the access road and waterline and shall hold Grantors harmless from the same.
- E.** Grantee shall be solely responsible to maintain and repair the access road and waterline to Samish Farms Water Association specifications.
- F.** Grantees and Grantor should not be permitted to park in the easement area and shall keep the easement area free of any obstructions that may impede vehicular access on the easement road.
- G.** Grantees shall be responsible to restore the property encumbered by the easement to close as condition as possible that existed prior to performance of any construction or maintenance.

3. ASSIGNMENT

The Benefits and burdens of this easement shall run with the land and be binding upon Grantors' property, its successors, heirs, and assigns.

4. ENFORCEMENT

Failure to enforce any provision of this easement shall not operate as a waiver of any other provision.

If an owner shall violate or attempt to violate any of the provisions herein it shall be lawful for in order to enforce the terms and provisions of this easement in law or in equity or to recover damages for such violation. The prevailing party shall be awarded costs including reasonable attorneys' fees incurred in enforcing the terms of this agreement.

5. 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.

DATED this _____ day of _____, 2000.

GRANTORS:

Landry Corkery
LANDRY CORKERY

Susan Corkery
SUSAN CORKERY

R.M. Schayes
R.M. SCHAYES

Sharon R. Schayes
SHARON R. SCHAYES

GRANTEE:

SAMISH FARM WATER ASSOCIATION

By *Eric Reid*
ERIC REID, President

By *Robert L. Ratfield*
ROBERT RATFIELD, Secretary

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JAN 03 2001

Amount Paid \$ _____
Skagit County Treasurer
By: *[Signature]* Deputy

EASEMENT FOR INGRESS/EGRESS AND

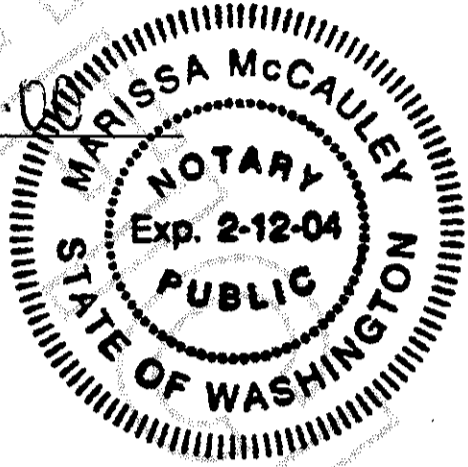


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STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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: 12-28-00

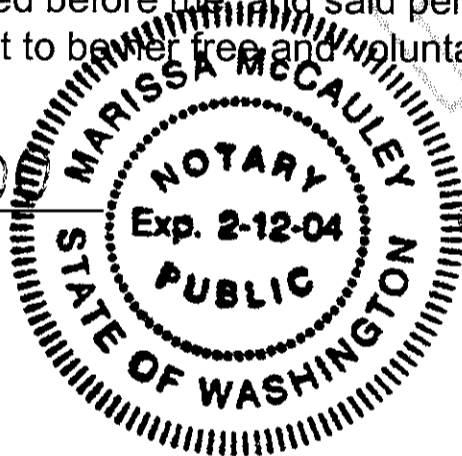


Marissa McCauley
Notary Public in and for the State of Washington
Print Name: MARISSA MCGRAM McCauley
My commission expires: 2-12-04

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: 12-28-00

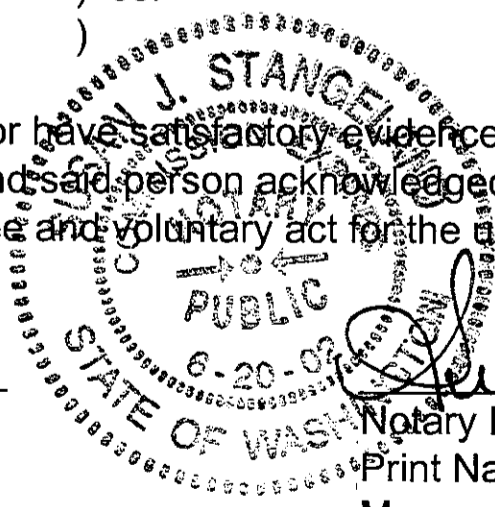


Marissa McCauley
Notary Public in and for the State of Washington
Print Name: Marissa McCauley
My commission expires: 2-12-04

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: 12-28-00



Susan J. Stangeland
Notary Public in and for the State of Washington
Print Name: SUSAN J. STANGELAND
My commission expires: 6-20-02

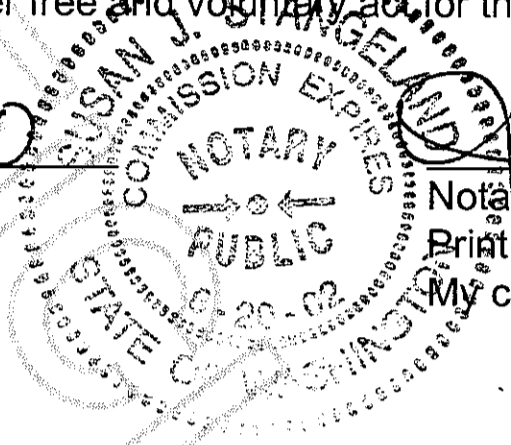
EASEMENT FOR INGRESS/EGRESS AND WATER



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: 12.28.00



Susan J. Stangeland
Notary Public in and for the State of Washington
Print Name: SUSAN J. STANGELAND
My commission expires: 6-20-02

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ERIC REID and ROBERT RATFIELD 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: 12/18/00

Laura Reid
NOTARY PUBLIC, in and for the State of Washington, residing at: Skagit County
Printed Name: Laura Reid
My Commission expires: April 21, 2001

SCHAYES/EASEMENT-updated 12-1-00



EASEMENT FOR INGRESS/EGRESS



EXHIBIT "A" (page 1 of 2)

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.



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EXHIBIT "A" (page 2 of 2)

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 Decds, 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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