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Skagit County Auditor
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When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273

TEMPORARY DRIVEWAY EASEMENT

GRANTOR: Island Development, LLC, a Washington limited liability company

GRANTEES: John W. Gehrke and Nancy L. Gehrke, husband and wife

FIRST AMERICAN TITLE CO.
M8962
ACCOMMODATION RECORDING ONLY

LEGAL DESCRIPTION:

Portion of Lot 5 of Anacortes Short Plat No. ANA-94-003 per plats under Auditor File No. 9603050070, records of Skagit County, Washington.

See Legal Description set forth in full below (Paragraph 2).

ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NO.: 350127-2-004-1100 / P108682

REFERENCE #s OF DOCUMENTS ASSIGNED/RELEASED: None

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
JAN 31 2007
Amount Paid $ -0-
Skagit Co. Treasurer
By Deputy

Temporary Driveway Easement

1. In consideration of the mutual covenants between Island Development, LLC, a Washington limited liability company (hereinafter referred to as "Grantor"), and John W. Gehrke and Nancy L. Gehrke, husband and wife (hereinafter referred to as "Grantees"), the Grantor does hereby grant to the Grantees a temporary easement for ingress and egress for driveway purposes only, over and upon property described in Paragraph 2.

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2. **Property.**

A strip of land lying along the Southerly property line of Lot 5 of Anacortes Short Plat No. ANA-94-003, as approved February 15, 1996, and recorded March 5, 1996, in Volume 12 of Short Plats, pages 78-79, under Auditor's File No. 9603050070, records of Skagit County, Washington, being a portion of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North, Range 1 East, W.M. The said easement area is 18 inches in width and commences at a point 24 feet West of the Southeast corner of said Lot 5, then runs a distance of 48 feet contiguous with and along the Southerly line of said Lot 5 to the ending point of the easement area.

Situate in the County of Skagit, State of Washington.

3. **Term of Easement.** The said easement shall be personal to the Grantees, and shall not be transferable upon sale of the property owned by the Grantees. The said easement shall expire upon conveyance of fee simple title by the Grantees, or on the fifth anniversary of the execution of this easement agreement, whichever event occurs first. Termination of this easement shall occur automatically and no further documents shall be required to extinguish the easement right granted hereunder. Provided, however, that upon request of the Grantor, Grantees will execute documents necessary to confirm termination of this easement if requested following an event of termination, as provided for herein.

4. **Mis-location of Fences.** All parties to this easement agreement acknowledge that a fence is located on the Southerly property line of the Grantor's property, running a distance of 24 feet more or less from the Southeast corner of the subject property. In addition, a newer fence has been installed along the Southerly portion of Lot 5 which fence commences approximately 72 feet Westerly of the Southeast corner of the said Lot 5, and runs the remaining distance of the Southerly boundary of Lot 5 Westerly, to the Southwest corner of Lot 5. The parties acknowledge that all of these fences are built inside the property line of Lot 5. The existence of these fences shall not give arise to loss of any land under the doctrine of adverse possession, or by prescriptive right in favor of the owner of the property of the Grantees. The fences as-built along the Southerly line of Lot 5 are acknowledged to be owned by the Grantor, as the owner of Lot 5.

5. **Grantees' Property.** The property of the Grantees is legally described as follows:

Lot 4 of Anacortes Short Plat No. ANA-94-004, as approved February 15, 1996, and recorded March 5, 1996, in Volume 12 of Short Plats, pages 78-79, under Auditor's File No. 9603050070, records of Skagit County, Washington, being a portion of the Northwest Quarter of the Northwest Quarter of Section 27, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

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6. **Grantor to Plant Trees.** The Grantor hereunder agrees that it will plant 16 Evergreen trees approximately 18 inches inside of the Southerly boundary of the said Lot 5, which trees shall be located in accordance with the drawing attached hereto. The planting of the trees shall commence approximately 24 feet Westerly of the Southeast corner of said Lot 5, and run for a distance of approximately 48 feet more or less.

7. **Binding Agreement.** This easement agreement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and Grantees.

8. **Attachment of Map.** A drawing is attached to this easement agreement for purposes of illustrating the location of the existing fence, the new fence, and the area of tree planting to be carried out by Grantor. This drawing is attached for illustrative purposes only.

DATED this 12th day of January, ~~2006~~ 2007.

Grantor:

Island Development, LLC

By: Charles H. Barefield, Member

Island Development, LLC

By: Vince F. Ventimiglia, Member

Grantees:

John W. Gehrke

Nancy L. Gehrke

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Charles H. Barefield is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: 1-30-07

VICKI L. HOFFMAN NOTARY PUBLIC STATE OF WASHINGTON

Notary Public

My commission expires: 10-8-09

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State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Vince F. Ventimiglia is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: 1-30-07



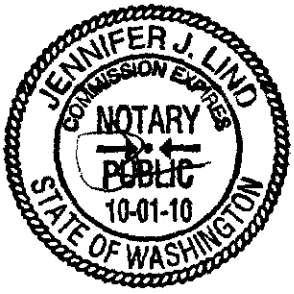
Cindi L Hoffman
, Notary Public
My commission expires: 10-8-09

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that John W. Gehrke and Nancy L. Gehrke, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: 1·12·07 ~~,2006~~.

Notary Public
My appointment expires: 10·01·2010



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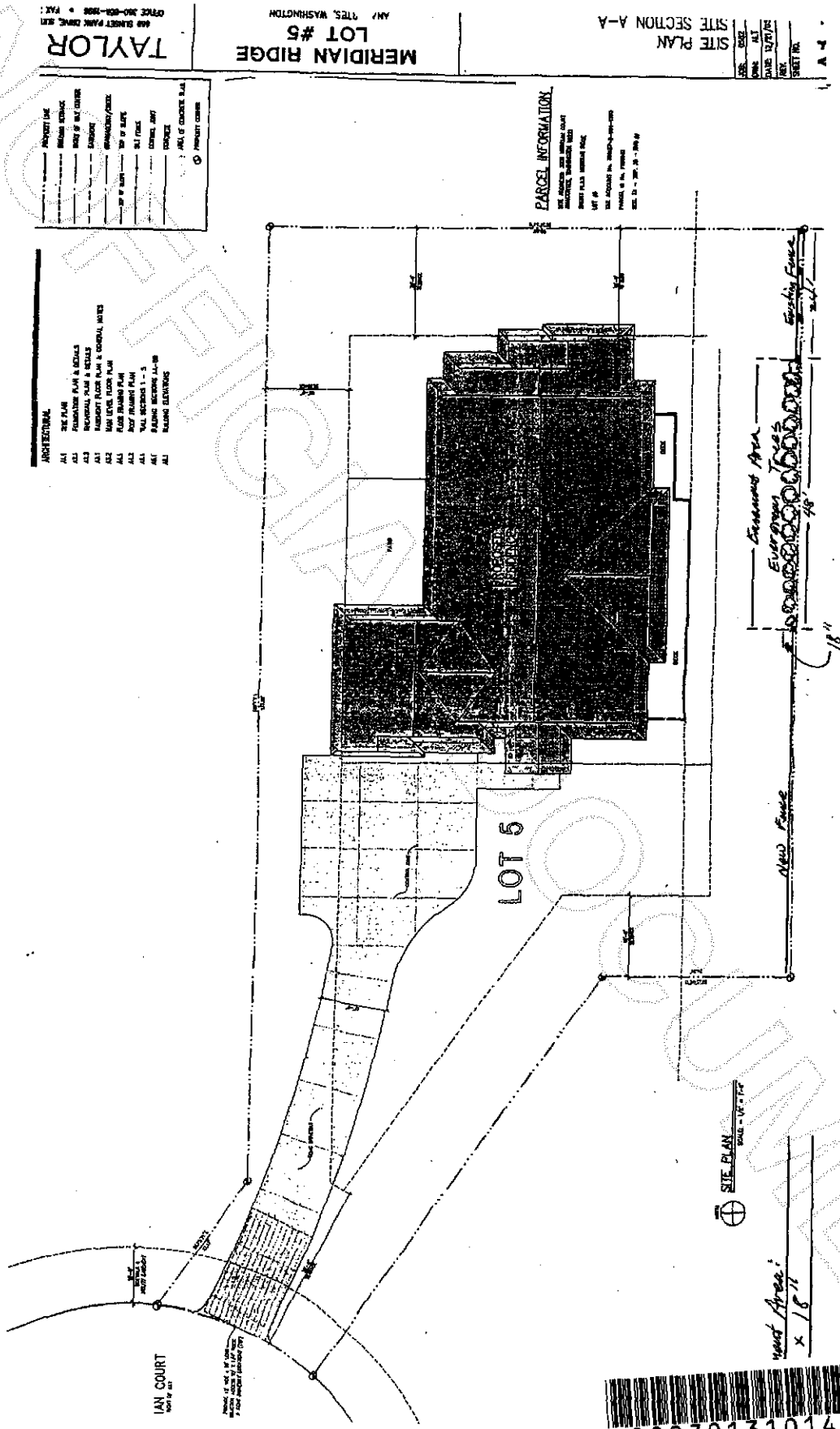

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