

Recorded at Request of &
After Recording Return to:

Nicole L. Terpstra
Attorney at Law, PLLC
709 Grover St.
Lynden, WA 98264
(360) 318-9300

Document Title(s) (or transactions contained therein): 1. Temporary Easement Agreement
Reference Number(s) of Documents assigned or released: N/A
Grantor(s) (Last name first, then first name and initials): 1. Grandis Pond, LLC
Grantee(s) (Last name first, then first name and initials): 1. Douglas Freeman
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) 1. Ptn NW Qtr NW Qtr SW Qtr, S34, T41N, R1E 2. E 440 FT of W 880 FT of Govt Lot 4, S34, T41N, R1E Full legal descriptions found on page 2.
Assessor's Property Tax Parcel/Account Number 1. Ptn. 410134 032259 0000 2. Ptn. 410134 066279 0000

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT ("Agreement") is made as of the ____ day of _____, 2020, by and between GRANDIS POND, LLC, a Washington limited liability company ("Grandis Pond"), and DOUGLAS FREEMAN, an individual ("Freeman").

RECITALS:

1. Grandis Pond is the owner of the following described real property located in Whatcom County, Washington (hereinafter referred to as the “Burdened Property”):

The North 60 feet of the following described tract:

The Northwest Quarter of the Northwest Quarter of the Southwest Quarter in Section 34, Township 41 North, Range 1 East of W.M. Except the right of way for County Road No. 430 lying along the West line thereof.

Situate in Whatcom County, Washington.

2. Freeman is the owner of the following described real property located in Whatcom County, Washington (the “Benefitted Property”):

The East 440 feet of the West 880 feet of Government Lot 4, in Section 34, Township 41 North, Range 1 East of W.M.

Situate in Whatcom County, Washington.

3. Grandis Pond is in the process of obtaining preliminary plat approval to develop the Burdened Property, and various other adjoining parcels, in phases, to be known as the “Grandis Pond Development”.

4. As part of the Grandis Pond Development, the Old Mill Road, a public road, will need to be vacated along with the extinguishment of an existing private easement over the Burdened Property, both of which provide access to the Benefitted Property.

5. The Benefitted Property cannot be left without any legal access or utility service as a result of the above referenced vacation and extinguishment during the time while Grandis Pond Development is occurring in phases, and so this Agreement is being entered in to in order to address that concern.

6. The parties desire to enter in to this Temporary Easement Agreement to allow the Benefitted Property to retain access at all times over the Burdened Property and over the Old Mill Road, during the phased development of the Grandis Pond Development, so as not to diminish the use, value and function of the Benefitted Property, until such time as new access to the Benefitted Property is permanently created by the Grandis Pond Development and consistent therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties hereby covenant and agree as follows:

1. Recitals Incorporated.

The recitals set forth on pages 1 and 2 hereof are hereby fully incorporated by this reference as if fully restated herein.

2. Vacating of Old Mill Road: If Old Mill Road is vacated prior to new access to the Benefitted Property being legally established as part of the Grandis Pond Development, Grandis Pond agrees that Freeman will maintain a temporary easement right for access and utilities for the continued use of Old Mill Road in the same manner as Freeman historically has had. Such temporary easement may be reduced to writing and recorded at the request of Freeman. If the Grandis Pond Development providing new alternate access to the Benefitted Property is not formally approved by the City of Blaine by means of final plat approval on or before _____, 20 __, then this temporary easement over Old Mill Road will become permanent and will be reduced to writing and recorded.

3. Grant of Temporary Easement Over Burdened Property Upon Termination of Private Easement.

Contemporaneously herewith, Grandis Pond and Freeman are executing an Extinguishment of Easement terminating the existing private easement providing access from Old Mill Road to the Benefitted Property over the Burdened Property (the "Prior Easement"). Grantor does hereby grant, bargain, sell, convey, transfer and deliver over, under, across and through that portion of the Burdened Property comprising the Prior Easement (hereinafter referred to as the "Easement Area") a non-exclusive, temporary easement for the purpose of access and utilities for the benefit of the Benefitted Property (the "Temporary Easement"). Once Grandis Pond has final plat approval for the Grandis Pond Development that provides new physical and legal access and utility easements to the Benefitted Property and the Benefitted Property owners ability to connect to these new access and utility easements, this Temporary Easement will automatically terminate without the need for any further writing.

4. Duration.

This temporary Easement shall automatically terminate and be of no further force or effect upon the final Plat approval by the City of Blaine for the Grandis Pond project providing permanent access and utilities to the Benefitted Property.

5. Cost of Construction and Maintenance.

There are no construction costs or maintenance costs associated with this temporary Easement that will be the responsibility of Freeman. In addition, Grandis Pond agrees that it will not charge the Benefitted Property owner with any latecomers fees associated with the development of the Grandis Pond project and the new access and utility easements that will be provided to the Benefitted Property owner.

6. Attorneys' Fees.

If it shall be necessary for any party to this Easement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and costs of dispute resolution.

7. Recording

This Temporary Easement Agreement will be recorded with the Whatcom County Auditor following the signature of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANDIS POND, LLC

By: Kenneth Hertz, Its: Manager

DOUGLAS FREEMAN

