

After recording return document to:

City of Mount Vernon
P.O. Box 809
Mount Vernon, WA 98273



200301230016
Skagit County Auditor

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Document Title: *Temporary Construction Easement*
Grantor(s): *Edward A. Johnson*
Grantee: *The City of Mount Vernon*
Legal Description: *a ptn of NW1/4 of SE1/4, 16-34-4 E. W. M.*
Additional Legal Description is on: *Attached Exhibit "A"*
Assessor's Tax Parcel Number: *340416-0-006-0002 (P24907)*
Amount Paid: *\$0*
By: *[Signature]* Skagit Co. Treasurer Deputy

**In the Matter of: COLLEGE WAY IMPROVEMENT PROJECT
PARCEL NUMBER 1-17054**

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT is executed this 21 day of JANUARY, 2003, EDWARD A. JOHNSON, as his separate property, as "Grantor," and THE CITY OF MOUNT VERNON, a municipal corporation of the State of Washington, as "Grantee," over, under, through, across, and upon real property in Skagit County, Washington, legally described in attached Exhibit "A".

WITNESSETH: Grantor, for and in consideration of MUTUAL BENEFITS, and the covenants and promises of Grantee hereinafter set forth, hereby grants Grantee a temporary construction easement to facilitate the construction of the College Way Improvement Project.

This temporary construction easement shall include only such rights in the land above described as shall be necessary or convenient for the construction of the College Way Improvement Project. The Grantor, their successors and assigns, shall have the right to use said property in any way and for any purpose not inconsistent with the rights herein granted.

To the extent allowed by law, Grantee agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, or loss, or liability arising from Grantee's exercise of the rights granted herein except for such claims, demands, loss or liability arising out of the negligence of Grantor, or Grantors' employees or agents.

This temporary construction easement shall be binding on the parties, their successors, and assigns, in full force and effect until the Project is constructed and accepted as complete by Grantee, or upon the expiration of two years from the date of this instrument, whichever event occurs first, PROVIDED THAT Grantee, in its sole discretion, may extend this easement for three additional one-year periods.

At Grantor's request, Grantee shall execute a release of easement in a standard form, upon the completion of the Project or upon the termination of this easement and any extensions thereto as provided for herein.

GRANTOR: Ed A. Johnson
Name: Ed A. Johnson

Dated: Jan. 22, 2003

STATE OF WASHINGTON)

) §

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ed A. Johnson signed this instrument, on oath stated that (he/~~she~~/they) (was/~~were~~) authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/22/03

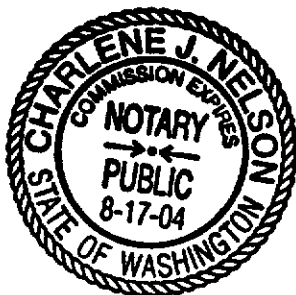
Notary Signature: Charlene J. Nelson

Notary Public in and for the State of Washington

Notary (print name): Charlene J. Nelson

Residing at: Mount Vernon

My appointment expires: 8-17-04

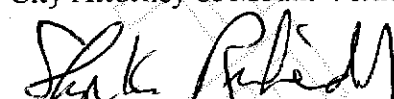


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APPROVED AS TO FORM:

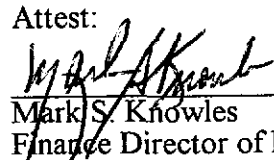


Scott G. Thomas
City Attorney of Mount Vernon



Skye K. Richendrfer
Mayor of Mount Vernon

Attest:



Mark S. Knowles
Finance Director of Mount Vernon



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EXHIBIT "A"

P24907

THE NORTH 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT 165 FEET WEST AND 25 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE NORTHWEST CORNER OF A TRACT CONVEYED TO SCHOOL DISTRICT NO. 25 OF SKAGIT COUNTY, WASHINGTON, BY DEED RECORDED IN VOLUME 86 OF DEEDS, PAGE 48; THENCE WEST ON A LINE PARALLEL WITH AND 25 FEET SOUTH OF THE CENTERLINE OF SAID SECTION 16, 350 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO JOHN LEWIS DRUM ET UX BY DEED RECORDED AUGUST 5, 1953, UNDER AUDITOR'S FILE NO. 491310; THENCE SOUTH 0°32' WEST ALONG THE EAST LINE OF SAID DRUM TRACT 143 FEET; THENCE SOUTH 89°28' EAST 94.8 FEET; THENCE SOUTH 0°32' WEST 91 FEET; THENCE SOUTH 89°28' EAST 255.2 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SCHOOL TRACT; THENCE NORTH 0°32' EAST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR COLLEGE WAY (SR-538) AS ESTABLISHED BY UNRECORDED WAIVER DATED MARCH, 1909 AS 30 FEET.

THE PURPOSE OF THIS DEED IS TO ACQUIRE ALL OF THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING NORTH OF A LINE WHICH IS 40 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF COLLEGE WAY (SR-538).

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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