

After Recording Return To:
Mari Horita
Preston Gates Ellis LLP
925 Fourth Avenue, Ste. 2900
Seattle, WA 98104-1158



200302120102
Skagit County Auditor

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ACCESS EASEMENT AGREEMENT

GRANTOR: MOUNT VERNON CEMETERY, INC.

GRANTEE: MOUNT VERNON SCHOOL DISTRICT NO. 320

Legal Description:

Abbreviated Form: PTN NE ¼ NW ¼ OF SEC. 20 T34N, R4E, W.M.; NE ¼ NW ¼ 300 FT E OF SW C; E 5.29 AC of N 1/3 N1/2 SE ¼ NW ¼ LESS STS HIGH SCHOOL; N ½ S 2/3 N ½ SE ¼ OF SEC. 20, T34N, R4E; S 1/3 N ½ SE ¼ NW ¼ LESS STS HIGH SCHOOL

Additional legal on Exhibits A and B

Assessor's Tax Parcel ID Numbers: 26923,26766, 26925, 26772, 26773

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is effective as of the 6 day of February 2003, by and between the **Mount Vernon School District No. 320**, a municipal corporation (the "District"), and **Mount Vernon Cemetery, Inc.** ("MVCI").

WHEREAS, MVCI owns certain real property located in the City of Mount Vernon, Washington, legally described on Exhibit A, attached hereto (the "MVCI Property");

WHEREAS, the District owns certain real property located in the City of Mount Vernon, Washington, legally described on Exhibit B, attached hereto (the "District's Property"), which is adjacent to and south of the MVCI Property;

WHEREAS, the District is constructing various improvements on the District's Property, which construction has blocked certain access routes to and from the District's Property; and

WHEREAS, the District desires to utilize a portion of the southern boundary of the MVCI Property for the purpose of accessing the District's Property pending completion of the construction, and MVCI consents to such use pursuant to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant and Term of Easement.

1.1 Owner hereby grants, conveys and warrants to the District a nonexclusive easement over and across the western four hundred (400) feet of the southern twenty four (24) feet of the MVCI Property, as shown on Exhibit C, attached hereto (the "Easement Area") for vehicular and pedestrian ingress and egress to and from the District's Property and 9th Street.

1.2 The term of this Agreement and the easement granted herein shall commence January 1, 2003, and expire midnight December 31, 2003.

2. Maintenance and Use.

Prior to using the Easement Area, the District shall lay gravel atop the Easement Area, which gravel shall remain in place throughout the duration of the Agreement. Upon the expiration or earlier termination of this Agreement, the District shall remove the gravel at the District's cost. Throughout the term of the Agreement, the District shall maintain the Easement Area in good condition and repair and shall not make, suffer, or commit waste upon or under the Easement Area, or cause injury, damage or destruction to the Easement Area or the MVCI Property. MVCI shall not obstruct or block the Easement Area or otherwise interfere with the District's use of the Easement Area in compliance with this Agreement.

3. Runs with the Land

This Agreement and the easement granted herein shall run with the District's Property and the MVCI Property and shall be binding upon, and inure to the benefit of the parties hereto, and their respective successors, transferees and assigns.

4. Partial Invalidity

If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way effect, impair or invalidate any of the other provisions hereof.

5. Attorneys' Fees

In the event that a dispute arises in connection with this Agreement, the prevailing party in any arbitration, lawsuit, action, proceeding, motion, or other legal or dispute resolution process, shall be entitled to an award of all of its expenses, fees and costs incurred in connection



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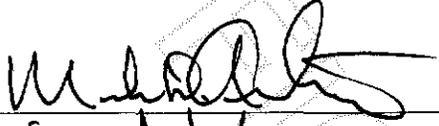
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with resolution of such dispute, including, without limitation, its attorneys' fees, including any incurred on appeal.

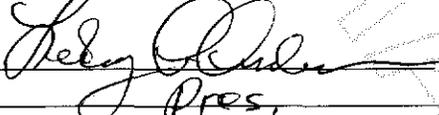
6. Complete Agreement

This Agreement contains the entire agreement between the parties hereto regarding the matters addressed herein. This Agreement may be modified only by an agreement in writing signed by both parties hereto.

MOUNT VERNON SCHOOL DISTRICT NO. 320

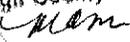
By: 
Its: Superintendent

MOUNT VERNON CEMETERY, INC.

By: 
Its: Pres.

Access Easement Agreement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 12 2003

Amount Paid \$
Skagit County Treasurer
By:  Deputy



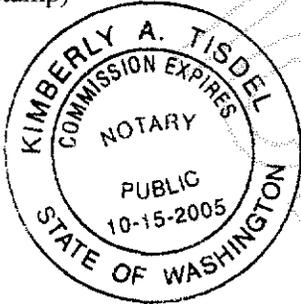
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mack Armstrong is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Superintendent of the Mount Vernon School District No. 320, a Municipal Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/6/03

(Seal or stamp)



Kimberly A. Tisdel
(Signature)

Kimberly A. Tisdel
(Printed Name)

Notary Public

My appointment expires 10/15/03

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that LeRoy A. Anderson is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Pres. of Mount Vernon Cemetery, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/6/03

(Seal or stamp)



LeRoy A. Anderson
(Signature)

LeRoy A. Anderson
(Printed Name)

Notary:

Kimberly A. Tisdel
(Signature)

Kimberly A. Tisdel
(Printed Name)

Notary Public

My appointment expires 10/15/05



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EXHIBIT A

MVCI Property

PARCEL NO. 26923:

That portion of the Northeast quarter of the Northwest quarter of Section 20, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said subdivision; thence South 0 degrees, 50' 40" East, along the East line of said subdivision, a distance of 30 feet to the true point of beginning of this description; thence continuing South 0 degrees 50' 40" East, along the East line of said subdivision, a distance of 1058.63 feet to a point which bears North 0 degrees 50' 40" West, a distance 254.97 feet from the Southeast corner of said subdivision; thence North 89 degrees 42' 46" West, a distance of 443.81 feet; thence North 0 degrees 32' 25" West a distance of 1056.85 feet to a point 30 feet South of the North line of said subdivision; thence South 89 degrees 56' 00" East, parallel with the North line of said subdivision, a distance of 438.16 feet to the true point of beginning of this description;

Subject to that certain Easement of March 23, 1993 to Puget Sound Power & Light Company, A Washington Corporation.



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EXHIBIT B

District's Property

PARCEL NO. 26925:

The East 5.29 acres of the North 1/3 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 34 North, Range 4 East, W.M.
Situate in the County of Skagit, State of Washington.

PARCEL NO. 26772:

The North 1/2 of the South 2/3 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 34 North, Range 4 East, W.M., EXCEPT those portions conveyed to the city of Mount Vernon for street purposes by deeds recorded April 22, 1922, in Volume 125 of Deeds, pages 469 and 470, records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington.

PARCEL NO. 26773:

The South 1/3 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 34 North, Range 4 East, W.M., EXCEPT those portions conveyed to the City of Mount Vernon for street purposes by deeds recorded February 26, 1913, in Volume 91 of Deeds, page 313, and recorded April 22, 1922, in Volume 125 of Deeds, page 470 and recorded December 18, 1947, under Auditor's File No. 412389, records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington.

PARCEL NO. 26766:

That portion of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 34 North, Range 4 East, W.M., described as follows:

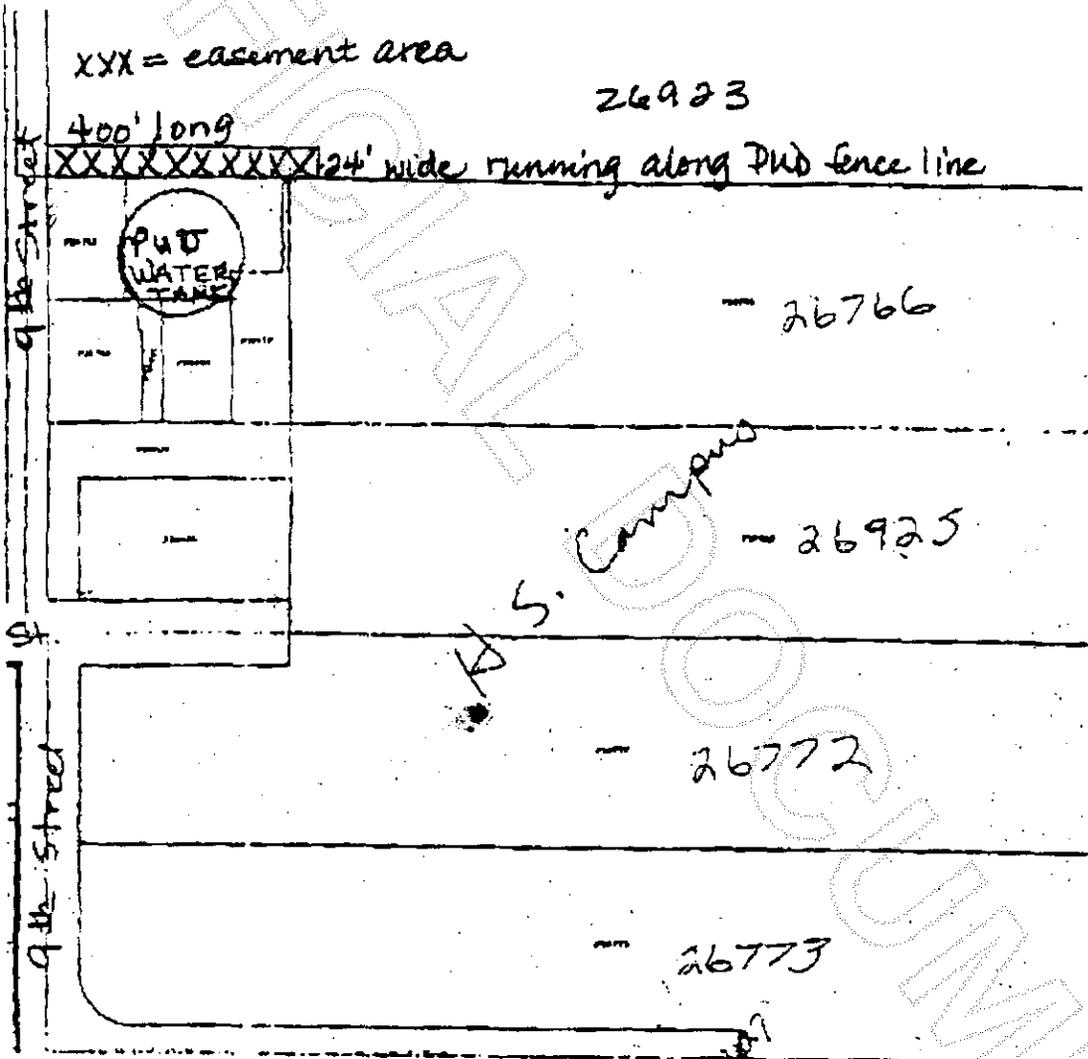
Beginning at a point on the South line of said Northeast 1/4 of the Northwest 1/4, 300 feet East of the Southwest corner thereof;
thence East 1,025.3 feet, more or less, to the Southeast corner of said Northeast 1/4 of the Northwest 1/4;
thence North 254.97 feet, more or less, to the South line of the I.O.O.F. Cemetery;
thence West along the South line of said cemetery 1,026.25 feet, more or less, to a point 258.60 feet North of the point of beginning;
thence South 258.60 feet, more or less, to the point of beginning.
Situate in the County of Skagit, State of Washington.



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EXHIBIT C

Diagram



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