

Return Address:

Clay Learned CCIM, SIOR
Learned Commercial, Inc.
108 Gilkey road
Burlington, WA 98233



200710020028
Skagit County Auditor

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**TEMPORARY CONSTRUCTION EASEMENT
ACCOMMODATION RECORDING ONLY**

GUARDIAN NORTHWEST TITLE CO.

B92372E-2

Reference Number(s) of related document(s): N/A.

Additional reference numbers on page N/A of document.

Grantor: James A. Coffman, as his separate property.

Additional names on page N/A of document.

Grantee: Skagit Valley Real Estate Partnership, LLP.

Additional names on page N/A of document.

Legal Description (abbreviated): Ptn of Tract 1 of "SKAGIT ADDITION TO MOUNT VERNON"; and Ptn of Lot 1, Block 1 of "HOME ADDITION TO MT. VERNON WASH."

Full legal(s) on pages 1 and 2.

Assessor's Tax Parcel ID Number: 53245 and 54228.

The Grantor, James A. Coffman, as his separate estate, for and in consideration of mutual benefits, and other valuable consideration, conveys and grants unto Skagit Valley Real Estate Partnership, LLP, a Washington limited liability partnership, and it assigns, contractors and designees, (collectively "Grantee") a Temporary Construction Easement over, under, upon and across the hereinafter described lands (hereinafter referred to as the "Construction Area.").

Said lands being situated in Skagit County, State of Washington, and legally described as:

That portion of Tract 1 of "SKAGIT ADDITION TO MOUNT VERNON" as per plat recorded in volume 5 of Plats, Page 48, records of Skagit County, and of Lot 1, Block 1, of "HOME ADDITION TO MT. VERNON, WASH." as per plat recorded in Volume 3 of Plats, Page 95, records of Skagit County, described as follows:

ORIGINAL

Beginning at a point in the South line of Lot 3, Block 1, of "HOME ADDITION TO MT. VERNON, WASH.", which is 16.32 feet West of the Southeast corner thereof;
thence East 91.5 feet to the True Point of Beginning; thence East 91.5 feet, more or less, to the West line of Fifteenth Street, as established in the City of Mount Vernon;
thence North 118.76 feet;
thence West 91.38 feet; thence South to the True Point of Beginning.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Provided the Construction Area shall not include any portion of the above described property on which any building or like improvement has been constructed.

PURPOSE Grantee and its assigns, contractors and designees shall have the rights of ingress and egress to take whatever actions necessary within the Construction Area for the construction of right of way improvements on the adjacent property owned by the City of Mount Vernon, including, but not limited to, excavating, compacting, shaping and grading, sidewalk construction, constructing road works, matching driveway entrances, and miscellaneous construction, all costs of which shall be borne by Grantee.

GRANTORS' USE OF THE CONSTRUCTION AREA Grantor shall have access to the Construction Area at all times except during the time actual construction activities are being carried out within the Construction Area.

RESTORATION OF THE CONSTRUCTION AREA. Following completion of the Grantee's construction and related work in the Construction Area, Grantee shall, at Grantee's expense, promptly restore Construction Area as nearly to and reasonably as possible to the condition in which it existed prior to such damage.

DAMAGE TO OTHER PROPERTY. If at any time after the execution of this agreement, the Grantee, in the exercise of the rights granted to the Grantee herein, shall damage any of the property owned by the Grantors which abuts and is outside of the Construction Area, the Grantee shall, at the Grantee's expense, promptly restore any such property as nearly to and reasonably as possible to the condition in which it existed prior to such damage.

DURATION. The rights granted shall commence upon the Grantors' execution of this easement document and shall continue for a period of six (6) months, or until the Grantee ceases to use the Construction Area for the purposes stated herein, whichever occurs first.

TEMPORARY CONSTRUCTION EASEMENT 2



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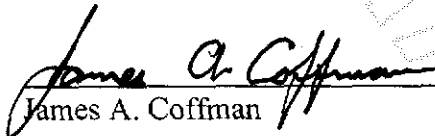
RELATIONSHIP BETWEEN PARTIES

Grantors: Grantors shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by the Grantors and their agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Construction Easement.

Grantee: The grantee shall assume the risk of, be liable for, and pay all damage, loss, cost, and expense caused by its officers, officials, employees and agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Construction Easement.

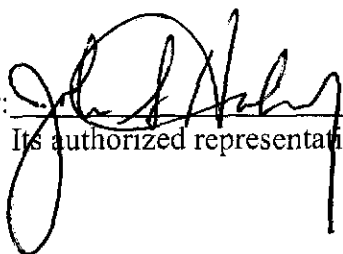
Dated this 15th day of August, 2007

Grantor:


James A. Coffman

Grantee:

Skagit Valley Real Estate Partnership, LLP

By: 
Its authorized representative

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 02 2007

Amount Paid \$ 0
Skagit Co. Treasurer:
By WJM Deputy

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

ss.

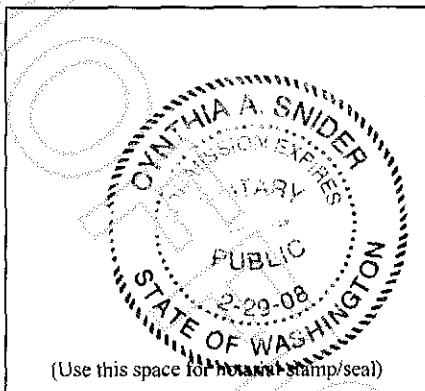
I certify that I know or have satisfactory evidence that James A. Coffman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes stated therein.

TEMPORARY CONSTRUCTION EASEMENT 3


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Dated 8.15.07

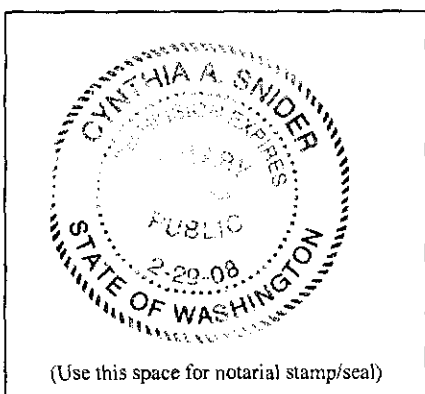


Cynthia A. Snider
Name: CYNTHIA A. SNIDER
NOTARY PUBLIC, State of Washington
My appointment expires 2.29.08

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that JOHN S. HALSEY 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 authorized representative of Skagit Valley Real Estate Partnership, LLP, to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated SEPT 25, 2007



Cynthia A. Snider
Name: CYNTHIA A. SNIDER
NOTARY PUBLIC, State of Washington
My appointment expires 2.29.08