



200712030191

Skagit County Auditor

12/3/2007 Page 1 of 8 2:33PM

TEMPORARY CONSTRUCTION EASEMENT

Document Title: *Temporary Construction Easement*

Grantors: *DONALD K. COOK, RONALD D. COOK; THE REVOCABLE TRUST OF KENNETH E. COOK AND MARIE L. COOK, THE IRREVOCABLE TRUST OF KENNETH E. COOK*

Grantee: *CITY OF MOUNT VERNON*

Legal Description: *Pin. of SE 1/4 of NE 1/4, 18-34-4E, W.M.*

Assessor's Tax Parcel Number: *P26138*

In the Matter of: COLLEGE WAY/RIVERSIDE DRIVE IMPROVEMENT PROJECT

TEMPORARY CONSTRUCTION EASEMENT

The Grantors, **DONALD K. COOK, TRUSTEE OF THE REVOCABLE TRUST OF KENNETH E. COOK AND MARIE L. COOK**, dated February 24, 1997, as to an undivided one-half interest, and **RONALD D. COOK, TRUSTEE of The IRREVOCABLE TRUST OF KENNETH E. COOK**, dated April 5, 1997, as to an undivided one half interest, for and in consideration of MUTUAL BENEFITS, and other valuable consideration, convey and grant unto the **CITY OF MOUNT VERNON**, a Municipal Corporation of the Sate of Washington, and it assigns, 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 described as follows:

See Exhibit A and Property Exhibit Map attached hereto and made a part hereof.

PURPOSE

GRANTEE and its assigns shall have the rights of ingress and egress to take whatever actions necessary within the **Construction Area** for reshaping and repairs to existing

improvements affected by the City's project construction for the purpose of matching existing onsite improvements. The work may include excavating, compacting, shaping and grading, paving, and other work to match the planned sidewalk, curb and asphalt improvements, all costs of which shall be borne by the City of Mount Vernon.

GRANTORS' USE OF THE CONSTRUCTION AREA

GRANTORS 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 two years, or until the GRANTEE ceases to use the **Construction Area** for the purposes stated herein, whichever occurs first.

RELATIONSHIP BETWEEN PARTIES

Temporary Construction Easement.



200712030191
Skagit County Auditor

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Mount Vernon unless and until accepted and approved hereon in writing for the City of Mount Vernon.

Dated this 15 day of October, 2007

GRANTORS:

DONALD K. COOK, TRUSTEE OF THE REVOCABLE TRUST OF KENNETH E. COOK AND MARIE L. COOK

By: Donald K. Cook, Trustee

RONALD D. COOK, TRUSTEE OF THE IRREVOCABLE TRUST OF KENNETH E. COOK

Ronald D. Cook
By: Ronald D. Cook, Co-Trustee

GRANTEE:

CITY OF MOUNT VERNON

Bud Norris
Bud Norris, Mayor

Approved as to Form: by MAM Deputy
Amount Paid \$ 0
Skagit Co. Treasurer

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 03 2007

Attest:

Alicia Huschka
Alicia Huschka, Finance Director




200712030191
Skagit County Auditor

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Mount Vernon unless and until accepted and approved hereon in writing for the City of Mount Vernon.

Dated this 16 day of October, 2007

GRANTORS:

DONALD K. COOK, TRUSTEE OF THE REVOCABLE TRUST OF KENNETH E. COOK AND MARIE J. COOK



By: Donald K. Cook, Trustee

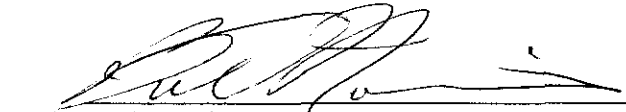
RONALD D. COOK, TRUSTEE OF THE IRREVOCABLE TRUST OF KENNETH E. COOK

By: Ronald D. Cook, Co-Trustee

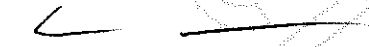
GRANTEE:

CITY OF MOUNT VERNON

Approved as to Form:




Bud Norris, Mayor



Kevin Rogerson, City Attorney

Attest:

Alicia Huschka, Finance Director

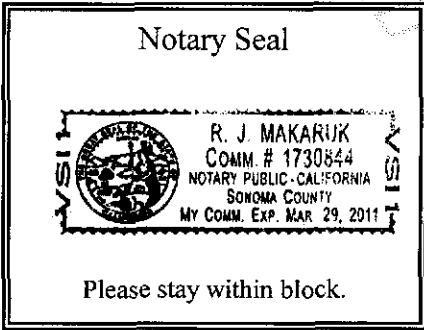

200712030191
Skagit County Auditor
12/3/2007 Page 4 of 8 2:33PM

WARRANTY DEED

STATE OF California
County of Sonoma : ss.
)

On this day of 15 October 2007, before me personally appeared Ronald D. Cook, to me known to be the Trustee described in The Irrevocable Trust of Kenneth E. Cook and who executed the foregoing instrument, and acknowledged that in his capacity as Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



R. J. Makarik
R. J. Makarik

Notary (print name) _____
Notary Public in and for the State of California
residing at 36 St Patrick Ct, Sonoma
My Appointment expires 3/29/11



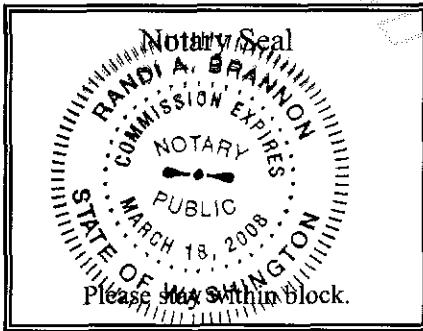
STATE OF Washington

: ss.

County of WHATCOM)

On this day of 16, OCTOBER 2007, before me personally appeared Donald K. Cook, to me known to be the Trustee described in The Revocable Trust of Kenneth E. Cook and Marie L. Cook, who executed the foregoing instrument, and acknowledged that in his capacity as Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Randi Brannon
Notary (print name) RANDI BRANNON
Notary Public in and for the State of _____
residing at BEAVER DAM
My Appointment expires 03/18/08

EXHIBIT A

Parcel "A"

(Shown as Parcels "A" and "B" on Land Title Company Limited Liability Report Order No. 123869)

Parcel A

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at a point that is 40 feet North of the South line of said subdivision and 237 feet West of the West line of U.S. Highway No. 99 (said point being 245 feet West of said Highway as it existed prior to 1947);

thence North, 125 feet;

thence East, 50 feet;

thence South, 125 feet, more or less, to a point 40 feet North of the South line of said subdivision and 50 feet East of the POINT OF BEGINNING;

thence West to the POINT OF BEGINNING.

Parcel B

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., more particularly described as follows:

BEGINNING at a point 30 feet North and 150 feet West of the Southeast corner of said Southeast 1/4 of the Northeast 1/4;

thence North, 90 feet;

thence West along a line, 120 feet North of the South line of said Southeast 1/4 of the Northeast 1/4, 60 feet to the Southwest corner of a tract conveyed to A. A. Wexler, et ux, by Deed recorded September 28, 1981, under Auditor's File No. 8109280018;



200712030191
Skagit County Auditor

12/3/2007 Page

7 of

8 2:33PM

Parcel "A"
(continued)

thence North along a Westerly line of said Wexler Tract to a point 180 feet North of the South line of said Southeast 1/4 of the Northeast 1/4;
thence West parallel to said South line, a distance of 65 feet;
thence South parallel to the East line of said Southeast 1/4 of the Northeast 1/4, 150 feet;
thence East along a line, 30 feet North of said South line, a distance of 125 feet to the POINT OF BEGINNING,

EXCEPT State Highway right-of-way,

AND ALSO EXCEPT that portion described as follows:

BEGINNING at a point that is 40 feet North of the South line of said subdivision, and 237 feet West of the West line of U.S. Highway No. 99 (said point being 245 feet West of said Highway, as it existed prior to 1947);

thence North, 125 feet;

thence East, 50 feet;

thence South, 125 feet, more or less, to a point 40 feet North of the South line of said subdivision and 50 feet East of the POINT OF BEGINNING;

thence West to the 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.



200712030191

Skagit County Auditor