

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
227 Freeway Drive, Suite B
P. O. Box 336
Mount Vernon, WA 98273



200712280059

Skagit County Auditor

12/28/2007 Page 1 of 11 1:51PM

Document Title: INSPECTION AND CONSTRUCTION EASEMENT

Grantor: ZONA BEE AUBEL

Grantees: CITY OF MOUNT VERNON
PEDERSEN, LLC

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal:

Additional Legal on page(s)

Assessor's Tax Parcel Nos.:

29-34-04
P28090 / 340429-0-018-0003

P28091 / 340429-0-019-0002

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 28 2007

Amount Paid \$
Skagit Co. Treasurer
By Deputy

[Signature]

INSPECTION AND CONSTRUCTION EASEMENT

THIS AGREEMENT made December 7, 2007, by and between ZONA BEE AUBEL (AUBEL) and THE CITY OF MOUNT VERNON (CITY), for purposes of access across AUBEL's property to facilitate, by the CITY, the inspection of a drainage system to be built by PEDERSEN, LLC across the Southern portion of AUBEL's property.

The parties agree as follows:

1. AUBEL owns the real property described in EXHIBIT "A", pages 1 and 2, attached.
2. The CITY desires to complete the inspection of a drainage system along AUBEL's south property line.
3. AUBEL hereby grants CITY and PEDERSEN, LLC the necessary easement across her property for the purposes of constructing, by PEDERSEN, LLC, the drainage system and by the CITY for inspection of PEDERSEN's work.
4. AUBEL grants an easement for the construction and location of the drainage line which PEDERSEN, LLC will build. The drainage line shall be built within the South 6 feet of the AUBEL property and shall extend along the entire AUBEL south property boundary.
5. The construction will be pursuant to the plans and drawings contained in EXHIBIT "B" and the CITY will inspect to assure AUBEL that the construction is completed pursuant to the CITY's requirements in EXHIBIT "B".
6. The construction and inspection shall be completed by (To be determined by further agreement).
7. The setback requirements, affecting the AUBEL property, for future improvements to the AUBEL property will be measured from the current property line.
8. There is reserved to the Grantors, their heirs, successors and assigns, the right and privilege to use the property through which the drainage line is constructed at any time and in any manner and for any purpose not inconsistent with the use granted for the purposes of the construction and maintenance of the drainage line.



200712280059

Skagit County Auditor

12/28/2007 Page

2 of 11 1:51PM

9. PEDERSEN will keep AUBEL's property free of all liens and shall restore the balance of AUBEL's property as close to its preconstruction condition, as is reasonably possible, upon completion of the scheduled work. AUBEL, the CITY and PEDERSEN acknowledge that the work will be performed in the wet season and therefore it may not be possible to fully restore AUBEL'S property until the dry season. In the event that AUBEL is not satisfied with the grading and cleanup of the property following the work by PEDERSEN, the CITY agrees to regrade and seed AUBEL'S property at the commencement of the dry season.
10. PEDERSEN'S liability shall be limited to only that liability which directly relates to that portion of the drainage line located immediately to the North of the single family residence previously constructed by PEDERSEN. PEDERSEN has agreed, as an accommodation only, to construct that portion of the drainage line located to the immediate North of the two single family residences previously constructed by Hansel Mitzel Homes and shall not be liable for that portion of the drainage line in the event of a default under this Agreement.

Upon completion of the drainage line and inspection and approval of the drainage line by the CITY; AUBEL and the CITY will be deemed to have waived any and all claims against PEDERSEN which claims arise out of or relate to the drainage line, whether then existing or thereafter arising.

Nothing in this Section 10 shall remove or limit PEDERSEN'S obligation to keep AUBEL'S property free and clear of any and all material, labor or equipment liens that could attach to AUBEL'S property as a result of PEDERSEN'S work.

11. In the event the services of an attorney are incurred to enforce any covenant, condition or term of this Agreement, or to procure a non-judicial, an adjudicated, involuntary or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the non-prevailing party shall pay a reasonable sum as attorney's fees, whether or not suite is commenced, together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this Agreement.

CITY OF MOUNT VERNON

By: 

Printed Name: Bud Norris

Title: Mayor



200712280059
Skagit County Auditor

12/28/2007 Page

3 of 11 1:51PM

ZONA BEE AUBEL

By:

RENAE MCFADDEN

Her Attorney in Fact

PEDERSEN, LLC

By:

Printed Name:

Managing Member

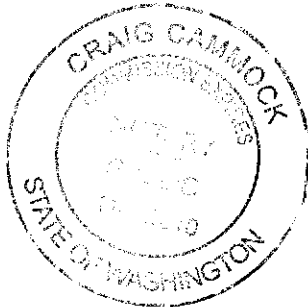
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

I certify that I know or have satisfactory evidence that Paul D. Davis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Mayor of THE CITY OF MOUNT VERNON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12.27, 2007



Printed name

Notary Public in and for the State of Washington, residing at Mount Vernon. My appointment expires 11/1/2010.



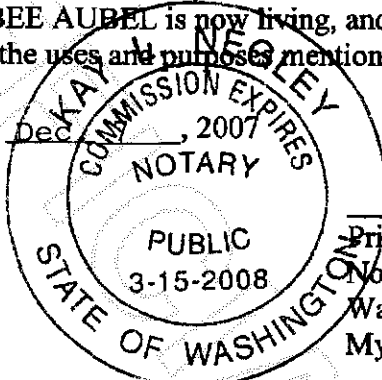
200712280059

Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that RENAE MCFADDEN signed this instrument as attorney in fact for ZONA BEE AUBEL, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that ZONA BEE AUBEL is now living, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Dec 27, 2007

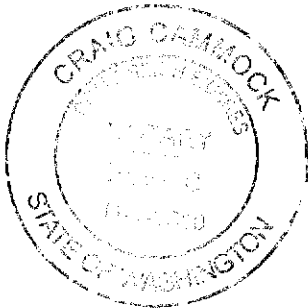


Kay L. Negley
Printed name: KAY L. NEGLEY
Notary Public in and for the State of
Washington, residing at: MOUNT VERNON
My appointment expires: 3/15/2008

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Guido Pedersen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Mr. Pedersen of PEDERSEN, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-27, 2007.



Craig Cammock
Printed name
Notary Public in and for the State of
Washington, residing at Mount Vernon.
My appointment expires 11-1-2010



200712280059
Skagit County Auditor

That portion of the Northwest Quarter of the Southeast Quarter of
Section 29, Township 34 North, Range 4 E.W.M., described as
Follows:

Beginning at a point on the South line of the County Road along
The North line of said Northwest Quarter of the Southeast Quarter,
495 feet West of the East line of said subdivision; thence East 90
feet; thence South 350 feet; thence West 90 feet to a point 495 feet
West of the East line of said Northwest Quarter of the Southeast
Quarter; thence North 350 feet to point of beginning.

The Grantor gives unto the Grantees, their heirs, administrators and
assigns, an easement for ingress and egress, over and across and
through the following described tract in Skagit County,
Washington, to-wit:

A tract of land in the East Half of the Northwest Quarter of the
Southeast Quarter of Section 29, Township 34 North, Range 4
E.W.M., described as follows:

Beginning at a point on the South right-of-way line of the County
Road – 194.46 feet West and 20.0 feet South of the Northeast
Corner of said subdivision; thence South $0^{\circ}13'30''$ West parallel to
The East line of said subdivision – 350.0 feet; thence North $89^{\circ}41'$
West parallel to the North line of said subdivision – 30.0 feet;
Thence North $0^{\circ}13'30''$ East – 350 feet to the South right-of-way
Line of said County Road; thence South $89^{\circ}41'$ East along said
Right-of-way line – 30.0 feet to the point of beginning.

Tax Parcel P28090

EXHIBIT "A" – page 1



200712280059
Skagit County Auditor

12/28/2007 Page 6 of 11 1:51PM

That portion of the Northwest Quarter of the Southeast Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 315 feet West and 20 feet South of the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 350 feet; thence West 90 feet; thence North 350 feet to the South line of the County Road; thence East 90 feet to the point of beginning, EXCEPT any portion thereof lying within the boundary of the existing County Road along the North line thereof,

TOGETHER with a non-exclusive easement for ingress and egress Over and across the following portion of the East half of the Northwest Quarter of the Southeast Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian.

Beginning at a point on the South right-of-way line of the County Road 194.46 feet West and 20 feet South of the Northeast corner of Said subdivision; thence South $0^{\circ}13'30''$ West parallel with the East line of said subdivision 305 feet; thence North $89^{\circ}41'$ West Parallel with the North line of said subdivision 30 feet; thence North $0^{\circ}13'30''$ East 350 feet to the South right-of-way line of said County Road; thence South $89^{\circ}41'$ East along said right-of-way Line 30 feet to the point of beginning.

Tax Parcel P28091

EXHIBIT "A" - I



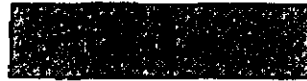
200712280059
Skagit County Auditor

Section 13.33.060
+ I

LEGEND



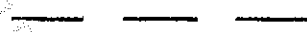
NEW ASPH. CONC. PVM'T



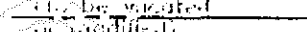
NEW CEMENT CONC. PVM'T



PROPOSED STORM DRAIN



PROPOSED SANITARY SEWER



PROPOSED WATER LINE

10' utility easement
to park district
may be vacated
or modified

LOT DRAINS (TYP.)

10' ESM'T. (TYP.)

10' utility easement
to park district
may be vacated
or modified

STREET LIGHT
PER PSE

10' UTILITY
EASEMENT (TYP.)

DEMOLISH EXIST. SHEDS

7' UTILITY
EASEMENT (TYP.)

SO 18th STREET



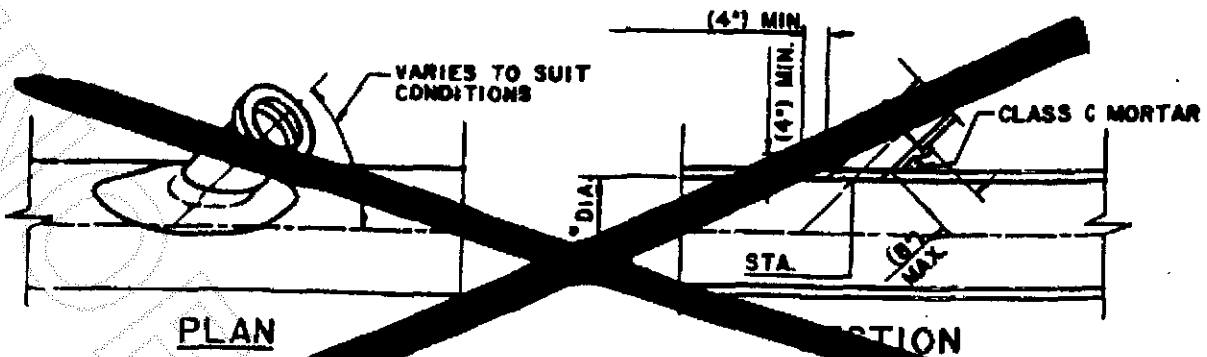
200712280059
Skagit County Auditor

12/28/2007 Page 8 of 11 1:51PM

Fabricated Tee, 8" off 18" Ultra-Rib

Fabricated Tee, 4" off 15" Ultra-Rib

W/O
S. P. L. M.
H. B.

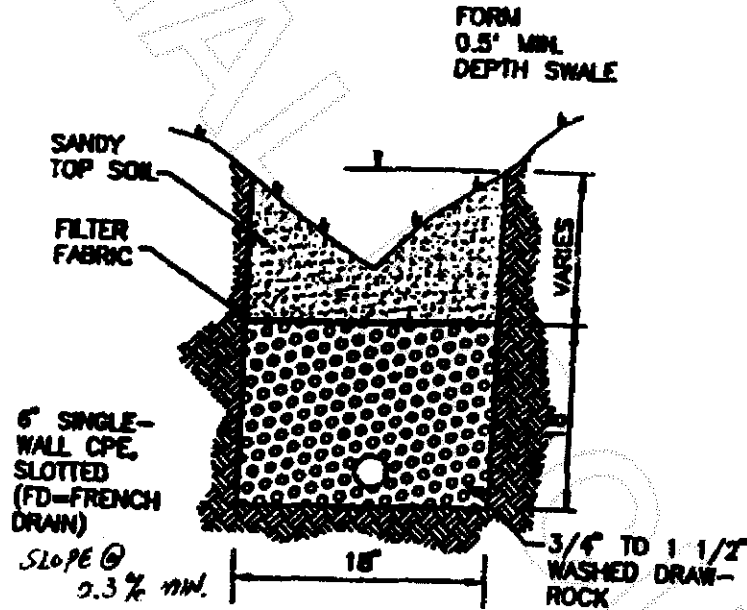


PLAN

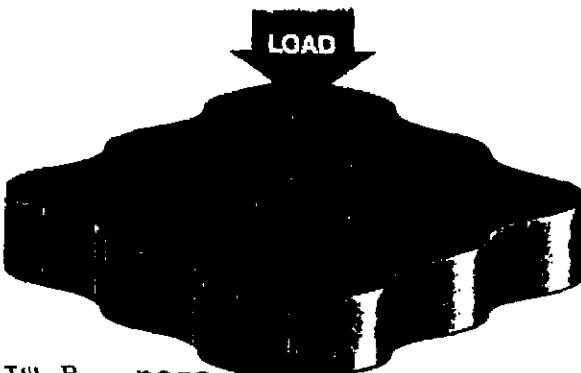
SECTION

CASE 3
SADDLE CONNECTION

PRE-FAB. SADDLE CONNECTION



BACK OF LOT DRAIN
(NOT TO SCALE)

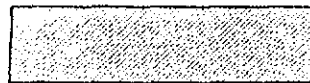


200712280059
Skagit County Auditor

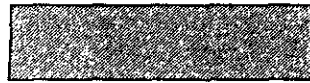
12/28/2007 Page 9 of 11 1:51PM

Section 13.33.060
+ I

LEGEND



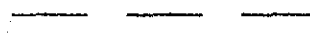
NEW ASPH. CONC. PVM'T



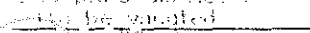
NEW CEMENT CONC. PVM'T



PROPOSED STORM DRAIN



PROPOSED SANITARY SEWER



PROPOSED WATER LINE

50' utility easement
to public district if
the be vacated
(modified)

LOT DRAINS (TYP.)

10' ESM'T (TYP.)

50' easement
highways and
for utility easement
and 35' easement

STREET LIGHT
PER PSE

10' UTILITY
EASEMENT (TYP.)

DEMOLISH EXIST. SHEDS

7' UTILITY
EASEMENT
(TYP.)

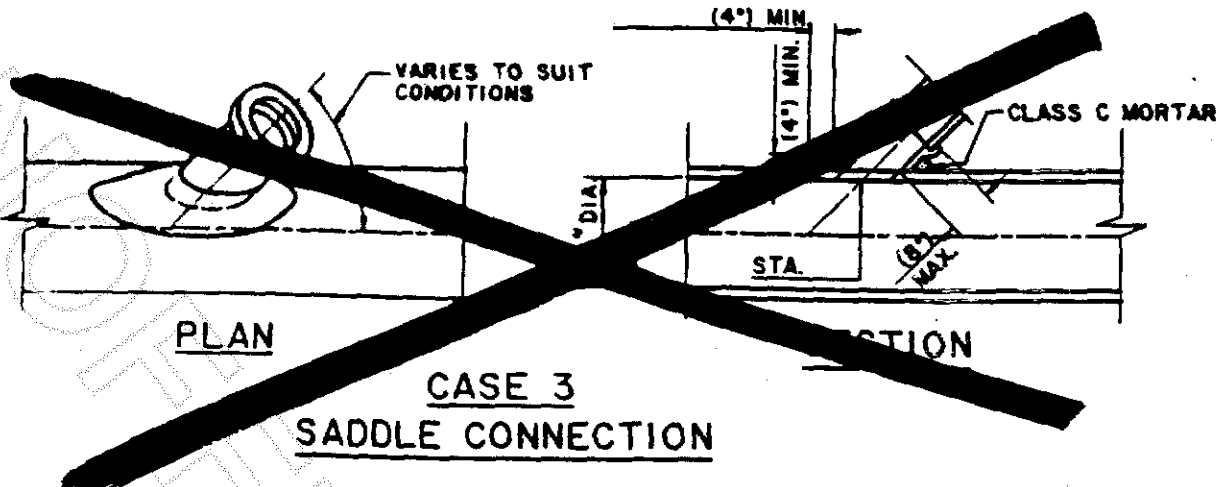
MAN. BOX
TYPE B
STA. 2+45

SO. 18th STREET

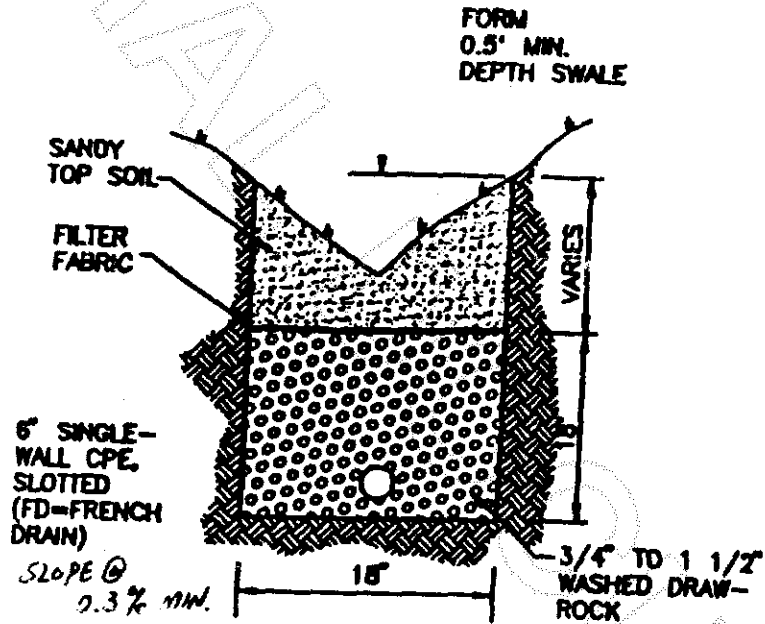


200712280059
Skagit County Auditor

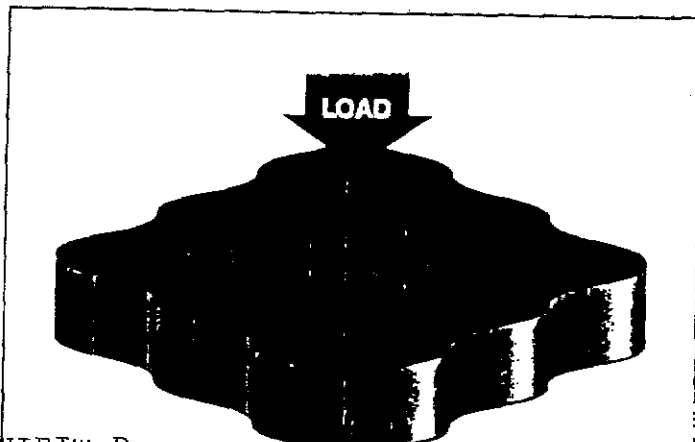
12/28/2007 Page 10 of 11 1:51PM



PRE-FAB. SADDLE CONNECTION



BACK OF LOT DRAIN
(NOT TO SCALE)



200712280059
Skagit County Auditor

12/28/2007 Page 11 of 11 1:51PM