

After recording return document to:

City of Burlington
833 S Spruce St.
Burlington, WA 98233



200801310187

Skagit County Auditor

1/31/2008 Page 1 of 5 4:23PM

Document Title: *Temporary Construction Easement*

Grantors: *Greg Ingman and Barbara A. Ingman*

Grantee: *CITY OF BURLINGTON*

Legal Description: *Ptn. NW 1/4, 32-35-4E W.M.*

Additional Legal Description is on: *Exhibit "A" of this Document*

Assessor's Tax Parcel Numbers: *P109091, P109092*

In the Matter of: NORTH BURLINGTON BOULVEVARD IMPROVEMENTS

TEMPORARY CONSTRUCTION EASEMENT

The Grantors, **GREG INGMAN AND BARBARA A. INGMAN, husband and wife**, for and in consideration of MUTUAL BENEFITS, and other valuable consideration, convey and grant unto the **CITY OF BURLINGTON**, a Municipal Corporation of the State 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:

*For legal description
See Exhibit A 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; and, to construct road improvements, including excavating, compacting, shaping and grading, sidewalk construction, constructing road works, matching driveway entrances, and miscellaneous construction, all costs of which shall be borne by the City of Burlington.

TEMPORARY CONSTRUCTION EASEMENT

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**. The GRANTORS also grant to the GRANTEE, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the construction herein described.

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

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 the this Construction Easement.




TEMPORARY CONSTRUCTION EASEMENT

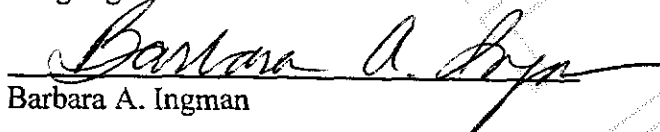
GRANTEE: GRANTEE shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by its officers, officials, employees and agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Construction Easement.

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 Burlington unless and until accepted and approved hereon in writing for the City of Burlington.

Dated this 23 day of January, 2008


GRANTORS:


Greg Ingman


Barbara A. Ingman

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

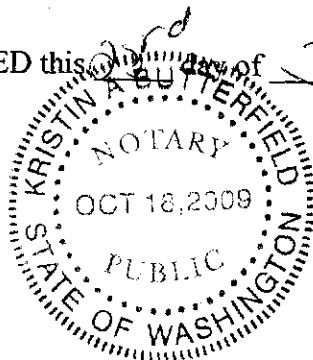
JAN 31 2008


By  Skagit County Treasurer
Deputy

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 23rd day of January, 2008, before me personally appeared GREG INGMAN and BARBARA A. INGMAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 23rd day of January, 2008.



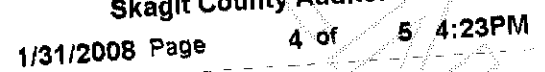

Notary Public
Residing at Shoreline
My appointment expires 10-18-09



GRANTEE:

CITY OF BURLINGTON

Attest:



TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

Legal Description of Parcel P109091

(Shown on Land Title Company Second Limited Liability Report Order No. 120958-L dated September 11, 2007)

Lot 2 of Burlington Short Plat No. 1-96, approved May 31, 1996, recorded July 12, 1996, in Book 12 of Short Plats, page 119 under Auditor's File No. 9607120132, records of Skagit County, Washington, and being a portion of the Northwest ¼ of Section 32, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

Legal Description of Parcel P109092

(Shown on Land Title Company Second Limited Liability Report Order No. 120958-L dated September 11, 2007)

Lot 1 of Burlington Short Plat No. 1-96, approved May 31, 1996, recorded July 12, 1996, in Book 12 of Short Plats, page 119 under Auditor's File No. 9607120132, records of Skagit County, Washington, and being a portion of the Northwest ¼ of Section 32, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

