



201106200176
Skagit County Auditor

6/20/2011 Page 1 of 6 4:09PM

When Recorded Return to:

AFTER RECORDING MAIL TO:
City of Mount Vernon
Public Works Department
910 Cleveland Ave. (PO Box 809)
Mount Vernon, WA 98273

LAND TITLE OF SKAGIT COUNTY

135921-0

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s): Gilbert G. and Alma S. Pineda
Grantee: City of Mount Vernon
Abbreviated Legal Description: Ptn of NW ¼ of NE ¼ of S 32, T 34 N, R 4 E
Assessor's Property Tax Parcel Account Number(s): 340432-1-010-0004 / P-29466
Anderson Laventure Road Extension (Cedardale Road to Blodgett Road) Project
Project Parcel#P-29466

THIS INSTRUMENT is made this 27 day of April, 2011, by and between Gilbert G. Pineda and Alma S. Pineda, husband and wife, hereinafter called the "Grantor", and the City of Mount Vernon, a Municipal Corporation, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Skagit, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

Per Exhibit A and as depicted in Exhibit B attached hereto and by this reference made a part hereof.

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement

Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. In the event, Grantee's utility connection work requires access to property in addition to the Easement Area, Grantee shall have the right to enter into such additional property and such entry shall be governed by the terms of this easement. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. The term of this Easement is twelve (12) months (the "Term"). The Term shall commence upon the issuance of the fourteen (14) day written notice to the Grantor. Grantee's construction within the easement area shall remain in force until completion of construction and restoration of the property. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Payment for Easement. Grantee shall pay Grantor **One Thousand Two Hundred Ninety** and 00/100ths Dollars (\$1,290.00).

7) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee



Accepted By:



Bud Norris, Mayor, City of Mount Vernon

Attest:



Alicia D. Huschka, Finance Director

Approved as to form:



Kevin Rogerson, City Attorney



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EXHIBIT "A"

P29466

Temporary Construction Easement

Easement Description

All that portion of that parcel of land as described in Statutory Warranty Deed Recorded under Auditor's File Number 200112140168, Records of Skagit County, State of Washington, lying easterly of the following described line:

Beginning at a point on the west margin of Blodgett Road said point being 30.00 feet left of Highway Engineer's Station (hereinafter referred to as HES) 106+22.95 on the Anderson/LaVenture Road (Cedardale Rd. to Blackburn Rd.) Right of Way and Easement Plan when measured at right angles from Blodgett Road centerline of said plan; thence westerly 10.00 feet to a point 40.00 feet left of HES 106+22.95; thence northerly, parallel with said westerly margin, along the arc of a 2,905.00 foot radius curve to the right, the radius point which bears North 69°03'49" East, through a central angle of 02°56'48"; a distance of 149.40 feet to a point of tangency said point being 40.00 feet left of HES 107+70.29; thence northerly, 17.33 feet to a point 40.00 feet left of HES 107+87.62; thence leaving said parallel line southwesterly, 41.04 feet to a point 78.56 feet left of HES 107+73.58; thence northwesterly, 40.00 feet to a point 92.25 feet left of HES 108+11.17; thence southwesterly 10.00 feet to a point 101.64 feet left of HES 108+07.75; thence northwesterly 40.00 feet to a point 115.33 feet left of HES 108+45.34; thence northeasterly 76.37 feet more or less to a point on said westerly margin, said point being 43.56 feet left of HES 108+71.46 and the terminus of herein described line.

Containing 6,975 square feet, more or less.



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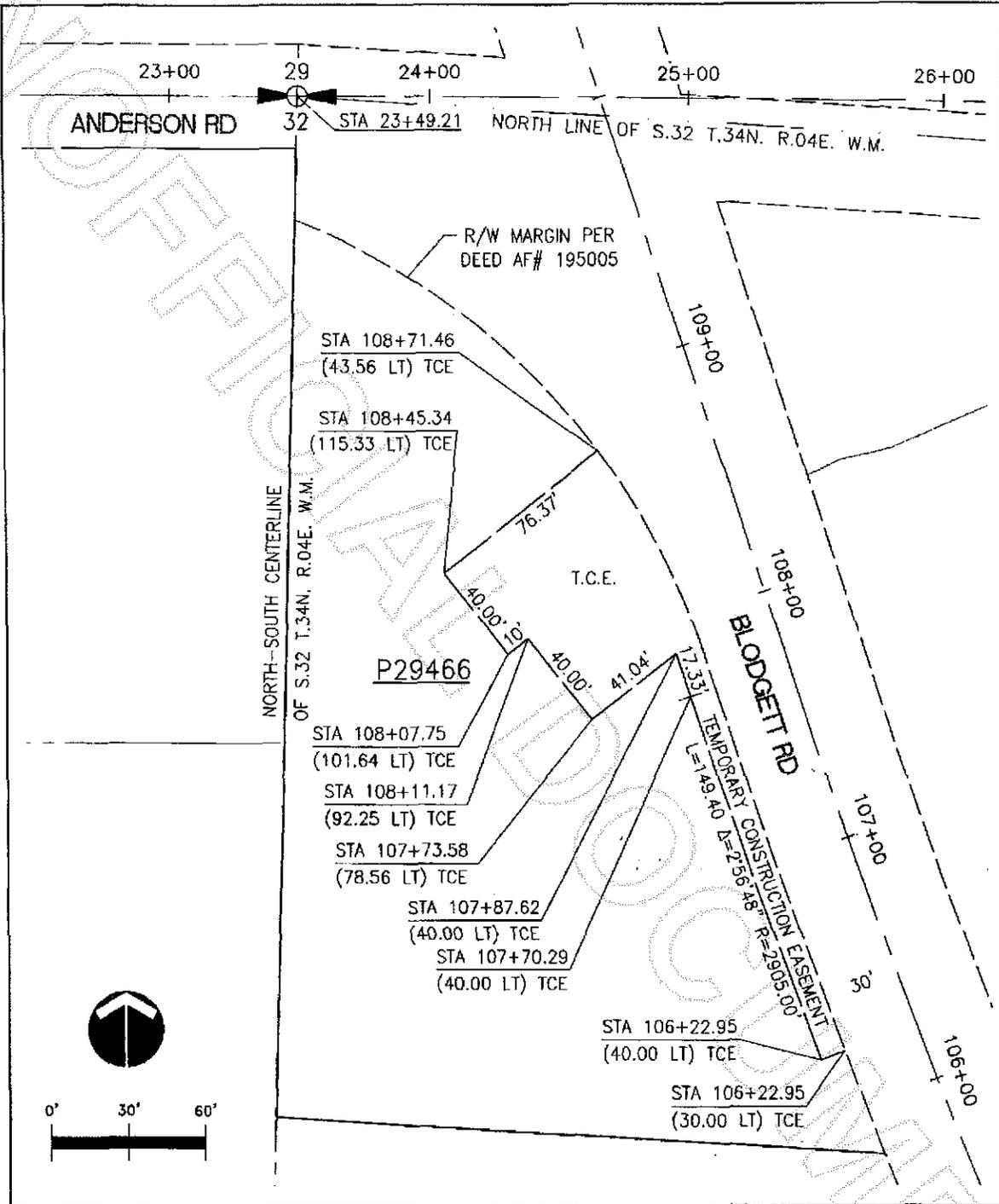


EXHIBIT B
PROPERTY I.D. NUMBER: P29466
TEMPORARY CONSTRUCTION EASEMENT
 Portion of Sec. 32, T.34 N., R.04 E., W.M.
 SKAGIT County, Washington


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 Incorporated



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