

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



201107050147

Skagit County Auditor

7/5/2011 Page 1 of 6 3:31PM

ACCOMMODATION RECORDING

135908-3
LAND TITLE OF SKAGIT COUNTY

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

~~JUL 05 2011~~

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s): Wood Realty LLC
Grantee: City of Mount Vernon
Abbreviated Legal Description: Ptn SE, 1/4 SW 1/4 & Ptn SW 1/4 SE 1/4, 29-34-4 E W.M.
Assessor's Property Tax Parcel Account Number(s): P28212
Anderson Laventure Road Extension Cedardale Road to Blodgett Road Project
Project Parcel No. P28212

Amount Paid \$0
Skagit Co. Treasurer
By *AKM* Deputy

THIS INSTRUMENT is made this 19 day of MAY, 2011, by and between Wood Realty, LLC, a Washington Limited Liability Company, 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 Three Thousand Two Hundred Ninety Six and 00/100ths Dollars (\$3,296.00).

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 shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. During the term of the Easement as set forth in paragraph 5, the Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.



Dated this 19 day of May, 2011.

Wood Realty, LLC

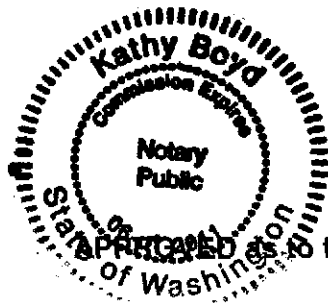
By [Signature]
Printed Name: STEDEN WOOD
Its: VICE PRESIDENT

By _____
Printed Name: _____
Its: _____

STATE OF WASHINGTON }
County of Skagit } **SS.**

I certify that I know or have satisfactory evidence that L. Stedem Wood
and _____ (is/are) the person(s) who appeared before me,
and said person(s) acknowledged that (he/she/they) (is/are) the individual(s) described in and
who signed this instrument as vice-president and _____ of
Wood Realty, LLC, and acknowledged it to be (his/her/their) free and voluntary act, for the
uses and purposes mentioned in this instrument, and on oath stated that he/she is authorized to
execute the instrument.

DATED: 20 May 2011




Kathy Boyd
Name (typed or printed): Kathy Boyd
NOTARY PUBLIC in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 6-1-2011

Accepted By:

City Attorney _____

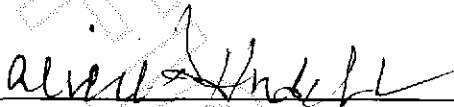
Printed Name: _____
Its: _____
Date _____

Accepted By:



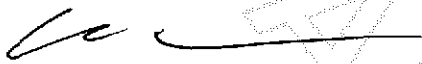
Bud Norris, Mayor, City of Mount Vernon

Attest:



Alicia D. Huschka, Finance Director

Approved as to form:



Kevin Rogerson, City Attorney

EXHIBIT "A"

P28212

Temporary Construction Easement

TCE Description

All that portion of that parcel of land as described in Statutory Warranty Deed Recorded under Auditor's File Number 200803190105, Records of Skagit County, State of Washington, lying southerly and easterly of the following described line:

Beginning at a point 40.00 feet left of Highway Engineer's Station (hereinafter referred to as HES) 22+15 on the Anderson/LaVenture Road (Cedardale Rd. to Blackburn Rd.) Right of Way and Easement Plan when measured at right angles from the Anderson/LaVenture centerline said point being on the South line of said Parcel; thence leaving said South line northerly to a point 50.00 feet left of HES 22+15; thence easterly to a point 50.00 feet left of HES 23+75; thence northeasterly to a point 35.00 feet left of HES 111+00 when measured at right angles from the Blodgett Road centerline of said plan set, said point being 5.00 feet West of the East line of said Parcel when measured at right angles; thence northerly parallel with said East line to a point 35.00 feet left of HES 111+78.69 said point being a point of curve right of a 1945.00 foot radius curve; thence along the arc of said curve through a central angle of $10^{\circ}11'46''$, a distance of 346.13 feet more or less to a point on the North line of said parcel, said point being 35.00 feet left of HES 115+18.59 and the terminus of said of herein described line.

Containing 4,708 square feet, more or less.



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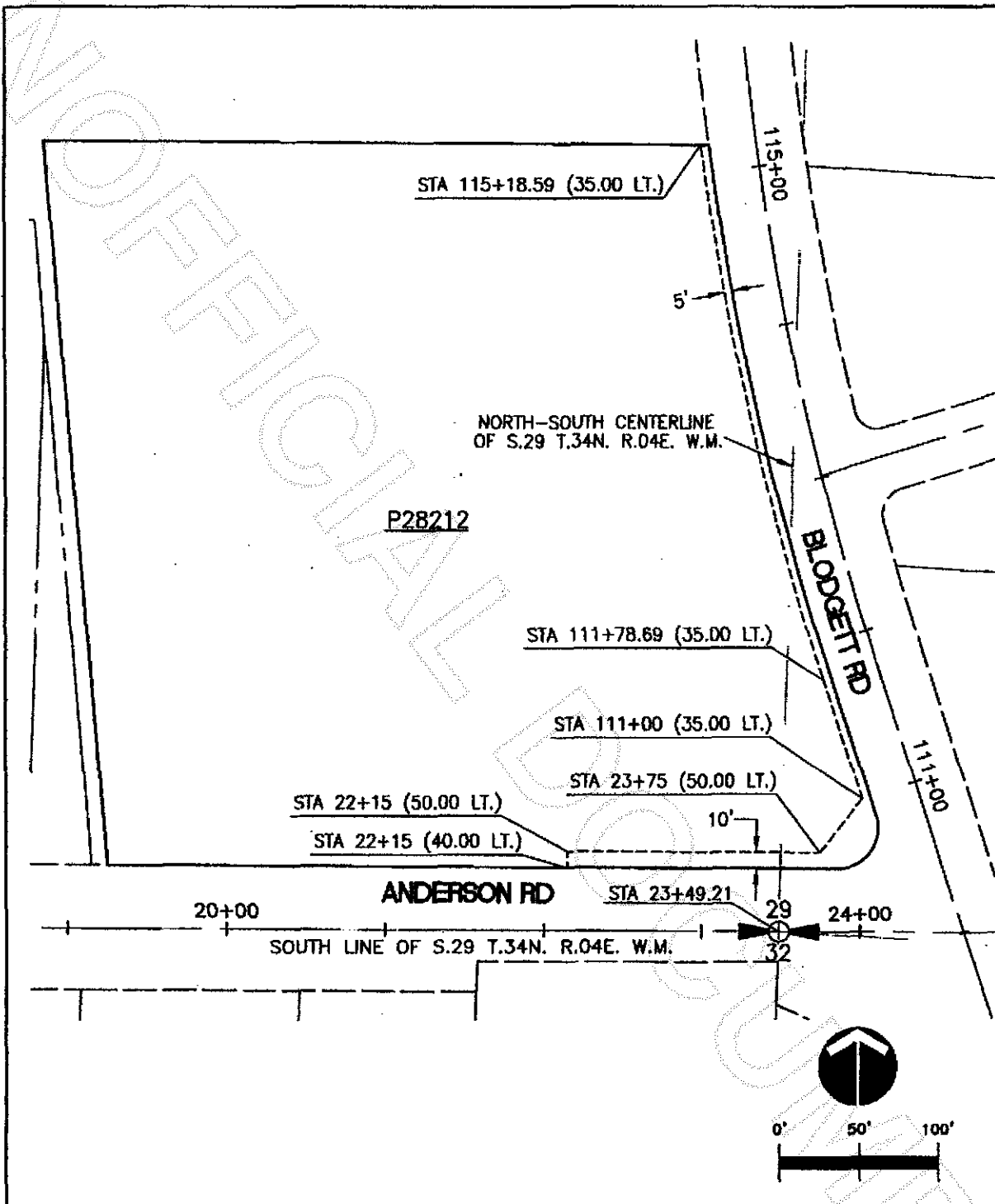


EXHIBIT B
PROPERTY I.D. NUMBER: P28212
TEMPORARY CONSTRUCTION EASEMENT
 Portion of Sec. 29, T.34 N., R.04 E., W.M.
 SKAGIT County, Washington



10000 NE Polaris Drive
 Suite 400
 Everett, Washington 98203
 Phone: (425) 828-4445
 Fax: (425) 827-8577
 Internet: WWW.OTAK.COM



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