

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



201107050149

Skagit County Auditor

7/5/2011 Page 1 of 5 3:32PM

LAND TITLE OF SKAGIT COUNTY

135922-S

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

sealment

JUL 05 2011

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s): Arlene R. Forsyth
Grantee: City of Mount Vernon
Abbreviated Legal Description: Ptn of NE ¼ of NW ¼ of S 32, T 34 N, R 4 E
Assessor's Property Tax Parcel Account Number(s): 340432-2-0006-0008 / P29510
Anderson Laventure Road Extension (Cedardale Road to Blodgett Road) Project
Project Parcel#P29510

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy

THIS INSTRUMENT is made this 15 day of June, 2011, by and between Arlene R. Forsyth, an unmarried woman, as her separate estate, 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 Eight Hundred and 00/100ths Dollars (\$800.00).

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.



UNOFFICIAL DOCUMENT



EXHIBIT "A"

P29510

Temporary Construction Easement

Temporary Construction Easement Description

All that portion of that parcel of land as described in Quit Claim Deed Recorded under Auditor's File Number 199912010047, Records of Skagit County, State of Washington, described as follows:

Beginning at a point 45.00 feet right of Highway Engineer's Station (hereinafter referred to as HES) 21+57.95 on the Anderson/LaVenture Road (Cedardale Rd. to Blackburn Rd.) Right of Way and Easement Plan when measured at right angles from Anderson/LaVenture centerline said point being on the west line of said Parcel; thence easterly to a point 45.00 feet right of HES 23+48.18 said point being on the east line of said Parcel; thence southerly along said east line to a point 55.00 feet right of HES 23+47.96; thence leaving said east line westerly to a point 55.00 feet right of HES 21+57.67 said point being on said west line; thence northerly along said west line to the Point of Beginning.

Containing 1,903 square feet, more or less.



201107050149
Skagit County Auditor

UNOFFICIAL DRAFT

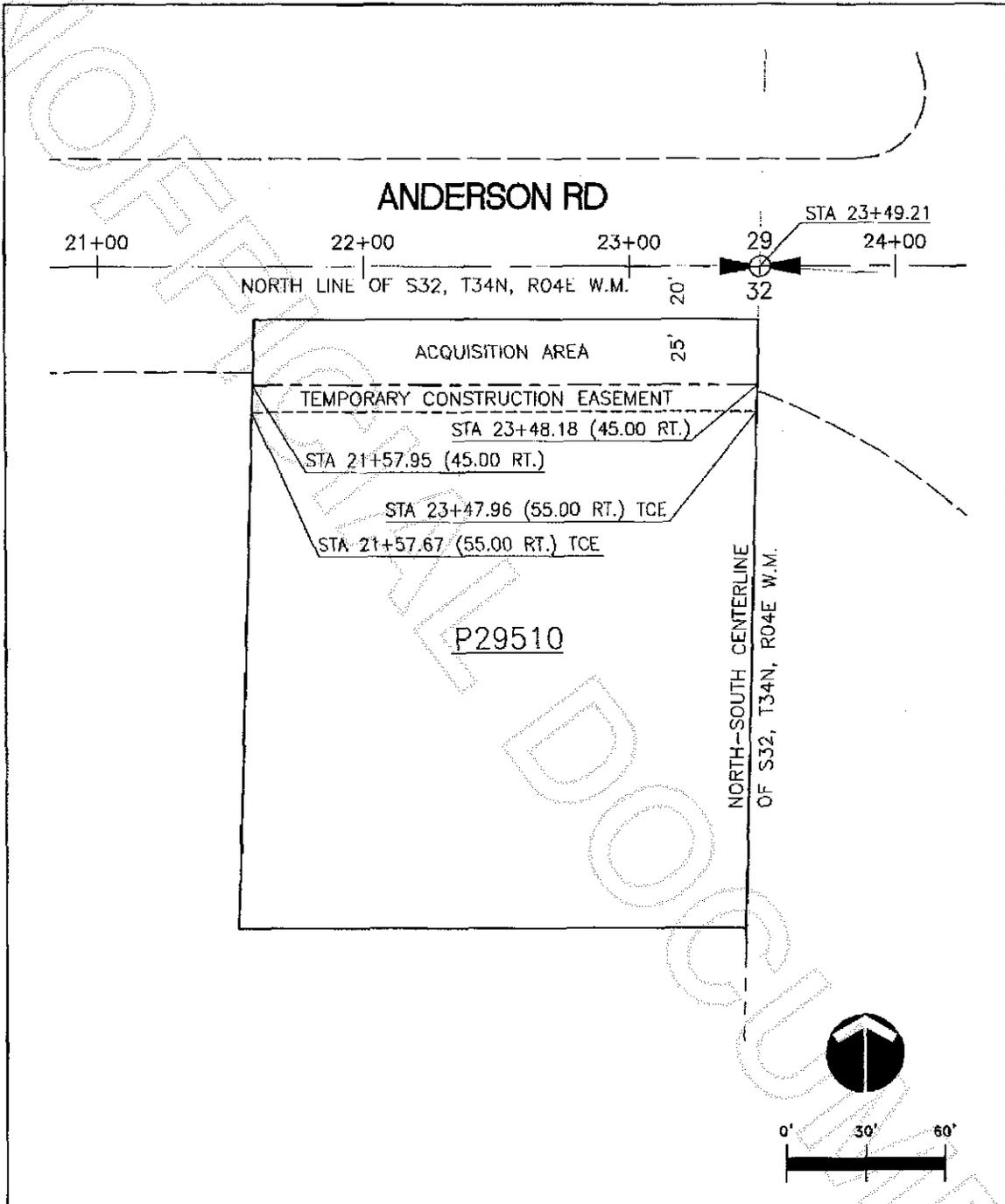


EXHIBIT B
PROPERTY I.D. NUMBER: P29510
TEMPORARY CONSTRUCTION EASEMENT
 Portion of Sec. 32, T.34 N., R.04 E., W.M.
 SKAGIT County, Washington



10259 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4448
 FAX: (425) 822-9577
 Internet: WWW.OTAK.COM

Incorporated



201107050149
 Skagit County Auditor