

After recording return document to:

City of Mount Vernon  
Public Works Department  
1024 Cleveland Avenue  
Mount Vernon, WA 98273Real Estate Excise Tax  
Exempt  
Skagit County Treasurer  
By Lena Thompson  
Affidavit No. 20236421  
Date 05/08/2023**Document Title: Temporary Easement****Grantor(s): Sikh Gurdwara Skagit Valley, a nonprofit corporation, (formerly known as Gurdwara Sahib Skagit Valley WA, a nonprofit corporation)****Grantee(s): City of Mt Vernon, a municipal corporation of the State of Washington****Legal Description: Ptn SW/SW; Sec 9-Twn 34-Rg 4****Additional Legal Description is on Page 5 of Document.****Assessor's Tax Parcel Number: Portion of 340409-3-025-0002/P24394****TEMPORARY EASEMENT****City of Mount Vernon, Hoag-Laventure Intersection Improvement Project**

The Grantor(s), Sikh Gurdwara Skagit Valley, a nonprofit corporation, (formerly known as Gurdwara Sahib Skagit Valley WA, a nonprofit corporation), for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the Grantee, CITY OF MOUNT VERNON, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of road widening and related intersection improvement construction on adjacent real property until the completion of the construction of the above referenced project, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for modification or reconstruction of driveways on the easement property to blend with new construction, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Skagit County, State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain.

The Temporary Easement is described in **Exhibit A** and depicted in **Exhibit B**.

**TEMPORARY EASEMENT**

This easement, and all rights granted hereunder is effective for a period of 18 months. The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate automatically and without notice, on the earlier occurrence of: (a) the time of 11:59 p.m. on December 23, 2023; or (b) upon completion of the construction of said project, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 6 months at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Appraisal Review; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns.

Grantee shall provide Grantor written notice no less than **14 days** in advance of Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Mount Vernon** unless and until accepted and approved hereon in writing for the **City of Mount Vernon** by its authorized agent.

It is understood and agreed that upon completion of construction of said project, the **CITY OF MOUNT VERNON** or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

January 5, 2023

Date



Sikh Gurdwara Skagit Valley, a nonprofit corporation, (formerly known as Gurdwara Sahib Skagit Valley WA, a nonprofit corporation)

Authorized Signatory

Title

TEMPORARY EASEMENT

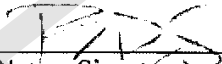
STATE OF WASHINGTON )  
 )ss.  
COUNTY OF WHATCOM )

On this 5th day of January 2023 before me personally appeared Riminder Singh to me known to be the (President, Secretary, Treasurer) of the Sikh Gurdwara Skagit Valley, a **nonprofit corporation**, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she is) (they are) authorized to execute said instrument.

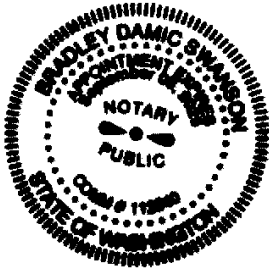
GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Dated this 5th day of January, 2023

  
\_\_\_\_\_  
(Notary Signature)

Bradley D. Swanson  
\_\_\_\_\_  
(Print Name)



NOTARY PUBLIC in and for the State of Washington  
Residing at (city): Bellingham  
My commission expires: 09/08/2025

**TEMPORARY EASEMENT**

|                                    |                                     |
|------------------------------------|-------------------------------------|
| Accepted by City of Mount Vernon   | Approved as to form:                |
| By: <u>[Signature]</u>             | By: <u>[Signature]</u>              |
| Printed Name: <u>JILL BOURDEAN</u> | Printed Name: <u>Karen Rogerson</u> |
| Title: <u>MAYOR</u>                | Title: <u>City Attorney</u>         |
| Date: <u>4/26/2023</u>             | Date: <u>1-26-2023</u>              |

**EXHIBIT "A"**  
**TEMPORARY EASEMENT**

A PORTION OF THE WEST 200 FEET OF THE SOUTH 160 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE COUNTY ROAD RUNNING ALONG THE SOUTH LINE OF SAID SUBDIVISION AND LYING EAST OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE OF SAID SUBDIVISION.

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL ALSO BEING A POINT ON THE NORTHERLY MARGIN OF MARTIN ROAD;

THENCE NORTH 88°23'28" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL AND SAID NORTHERLY MARGIN, A DISTANCE OF 200.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;  
THENCE NORTH 00°10'32" EAST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL, A DISTANCE OF 12.00 FEET;

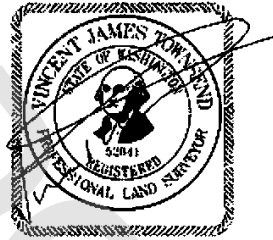
THENCE NORTH 88°23'28" WEST, A DISTANCE OF 198.07;

THENCE NORTH 00°10'41" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°49'21" WEST, A DISTANCE OF 2.00 FEET TO THE WESTERLY BOUNDARY OF SAID PARCEL ALSO BEING A POINT ON THE EASTERLY MARGIN OF NORTH LAVENTURE ROAD;

THENCE SOUTH 00°10'32" WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL AND SAID EASTERLY MARGIN, A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 2441 SQUARE FEET MORE OR LESS.



4-26-22

