

After recording return to:  
Ted Whitescarver  
The Quadrant Corporation  
P.O. Box 130  
Bellevue, Washington 98009  
File No. 102.041



200704270161  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

*m-16803*

DOCUMENT TITLE:	Temporary Construction Easement
REFERENCE NUMBER(S):	None
GRANTOR(S):	Greg and Kathy Johnston
GRANTEE(S):	The Quadrant Corporation
LEGAL DESCRIPTION:	A portion of the South ½ of the Southwest ¼ of Section 14, township 34 North, Range 4 East, W.M.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NO.	P24745

**TEMPORARY CONSTRUCTION EASEMENT**

The undersigned owner of the property herein described, Greg and Kathy Johnston, (hereafter "Grantor") does grant to The Quadrant Corporation, a Washington corporation, (hereafter "Grantee") a temporary easement over, across and under the Grantor's property as described and depicted in Exhibit A. The property benefited by this easement is the public right of way lying adjacent to the easement, which right of way serves real property owned by Grantee located in the vicinity of Grantor's property.

1. Description of the Easement. The temporary easement granted herein shall give the Grantee the right to (a) make a cut in the existing land of the Grantor, (b) remove soil from all or a portion of the area encompassed by the easement, (c) perform grading and construction activities related to the improvement of the public right of way lying adjacent to this temporary easement, (d) restore the soil in the easement, with a new grade and slope consistent with the elevation of the improvements installed in the public right of way, and (e) re-seed with hydro-seed the sloped area disturbed by Grantee's construction activities, in the manner directed by the City of Mount Vernon pursuant to the permits issued for the work. The easement is legally described in Exhibit B.

2. Indemnity. Grantee, as a condition of the use of the easement, shall indemnify, defend and hold Grantor harmless from all losses, damages, claims, obligations, liabilities and expenses (and all actions, proceedings, judgments, attorney's fees and costs incident thereto) related to the Grantee's use of the easement.

3. Duration. The easement shall be deemed a covenant running with the land, until (a) terminated by written agreement of the Grantor and Grantee, or (b) the construction of improvements for the right of way is completed by Grantee, and the temporary easement is no longer required by Grantee to support construction of the improvements. On the occurrence of (b) described above, this easement shall terminate without further action by Grantor or Grantee.

4. Compliance with Laws. All improvements, installations and work to be constructed or performed by Grantee within the easement shall be constructed and performed in compliance with all laws, ordinances, orders, rules, regulations and requirements of any governmental entity having jurisdiction over the easement or the Grantee.

5. Miscellaneous. This easement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any controversy, claim or dispute between the parties effecting or relating to the subject matter or performance of this easement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable litigation expenses, reasonable attorneys' fees, accountant's fees, expert witness fees and costs. If any provision herein is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions governing this easement shall remain in full force and effect. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. There is no restriction on the transfer of the parties' rights and/or duties herein. All exhibits referred to herein are incorporated herein by this reference.

GRANTOR:

*Greg Johnston*  
Greg Johnston (Printed Name)  
*Kathy Johnston*  
KATHY JOHNSTON (Printed Name)

GRANTEE:

The Quadrant Corporation

By \_\_\_\_\_ (Printed Name)  
Its \_\_\_\_\_

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 27 2007

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

TEMPORARY CONSTRUCTION EASEMENT - 2



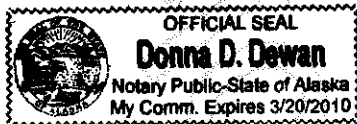
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Skagit County Auditor

Alaska  
STATE OF WASHINGTON )  
COUNTY OF Matsig )

SS.

I certify that I know or have satisfactory evidence that Greg Johnston is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Grantor of The Quadrant Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



DATED: 04-09- 2007

Donna D. Dewan  
Donna D. Dewan (Printed Name)  
Notary Public  
My Appointment Expires: 03/20/2010

Alaska  
STATE OF WASHINGTON )  
COUNTY OF ~~KING~~ Matsig )

SS.

I certify that I know or have satisfactory evidence that Kathia Winston and grantee are the persons who appeared before me, acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



DATED: 04-09-2007 2007

Donna D. Dewan  
Donna D. Dewan (Printed Name)  
Notary Public  
My Appointment Expires: 03-20-2010

TEMPORARY CONSTRUCTION EASEMENT - 3



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March 14, 2007

LEGAL DESCRIPTION FOR QUADRANT HOMES

**Exhibit B**

Temporary Construction Slope Easement

All that portion of Lot 3, Skagit County Short Plat No. 29-87, approved February 12, 1988; recorded February 12, 1988 in Book 8 of Short Plats, page 23, under Auditor's File No. 8802120024 and being a portion of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 34 North, Range 4 East, W.M., lying North and West of the following described line:

Commencing at the Northwest corner of said Lot 3, said point also being shown as the Northeast corner of Lot 9 of that certain Amended Boundary Line Adjustment Record of Survey recorded under Auditor's File No. 200506080122, records of Skagit County, Washington;

**thence** South  $10^{\circ} 37' 28''$  East along the line common to said Lots 3 and 9, a distance of 25.57 feet to a point lying 25.00 feet South of, as measured at right angles to, the North line of said Lot 3, said point being the point of beginning of said described line;

**thence** South  $88^{\circ} 29' 13''$  East parallel with said North line, 7.80 feet;

**thence** North  $01^{\circ} 30' 47''$  East, 10.00 feet;

**thence** South  $88^{\circ} 29' 13''$  East parallel with said North line, 140.05 feet;

**thence** North  $89^{\circ} 46' 38''$  East, 165.08 feet to a point lying 10.00 feet South of, as measured at right angles to, the North line of said Lot 3;

**thence** North  $89^{\circ} 47' 41''$  East, 10.00 feet;

**thence** North  $01^{\circ} 30' 47''$  East at right angles to said North line to said North line and the end of said described line;

Subject to covenants, conditions, restrictions and easements of record.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor