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03/28/2019 01:27 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

After Recording Return To:
Cedar Heights LLC
17127 West Big Lake Blvd
Mount Vernon, WA. 98274

Document Title: TEMPORARY TURNAROUND EASEMENT

Grantor: Cedar Heights LLC

Grantee: City of Mount Vernon, Washington

Abbr. Legal:

Additional Legal Description on Exhibit A of document.

Assessor's Tax/Parcel Number: 130976

Grantor's Property: Lot 113, Plat of Digby Heights Phase III, recorded under Skagit
County Auditor's File No. 201109190088

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 28 2019

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

TEMPORARY TURNAROUND EASEMENT

THIS TEMPORARY VEHICULAR TURNAROUND EASEMENT (the "Easement") is made this 19 day of March, 2019 by Cedar Heights LLC ("Grantor") in favor of the City of Mount Vernon, Washington ("Grantee").

RECITALS

WHEREAS, Grantor owns that certain real property in Skagit County Washington, which is more fully described in the legal description attached hereto and made apart hereof as "Exhibit A" (the "Temporary Easement Area"); and

WHEREAS, the City of Mount Vernon (the "Grantee") has conditioned lot 113, Plat of Digby Heights Phase III recorded under Skagit County Auditor's File No. 201109190088 with a vehicular turnaround at the current terminus of Jeff Street as shown upon the said plat, until such time as Jeff Street in the City of Mount Vernon is extended; and

WHEREAS, Grantor is willing to grant a temporary and nonexclusive easement to the Grantee on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, for themselves and their respective heirs, administrators, executors, successors and assigns, declare as follows:

1. **Grant of Temporary Easement.**

1.1 Declaration of Temporary Easement. Grantor hereby declares, reserves, grants and conveys to Grantee and to the public a temporary, nonexclusive easement burdening Grantor's Property and benefiting the public, over and across the "Temporary Easement Area".

1.2 Purpose. The Temporary Easement is granted solely for the purpose of, and shall be used by Grantee and its agents, and members of the public for the purpose of vehicular ingress and egress to and from the Temporary Easement Area for turning vehicles at the current terminus of Jeff Street.

1.3 Duration. The Temporary Easement shall automatically terminate the earlier of (a) the date that Jeff Street is extended past the current terminus at the Temporary Easement Area, or (b) in the event Grantee terminates the Easement. Upon the expiration of the term of the Temporary Construction and Fill Easement, all of the rights and benefits of the Grantee and the public in, to and under this Easement with respect to the Temporary Easement Area shall automatically terminate and be of no further force or effect.

2. **Rights of Grantor.**

2.1 Continued Access. Grantor and Grantor's agents, employees, contractors, consultants, tenants, successors and assigns, shall have continuing use and access along, over, under and across the Temporary Easement Area, provided such use does not unreasonably interfere with Grantee's rights under this Easement.

2.2 Non-Exclusive Use. All right, title and interest in and to the Temporary Easement Area which may be used and enjoyed without unreasonably interfering with the Easement Rights herein conveyed are reserved to Grantor.

3. **Covenants Running with the Land.** The easement, rights and privileges hereby granted, shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns including, but without limitation,

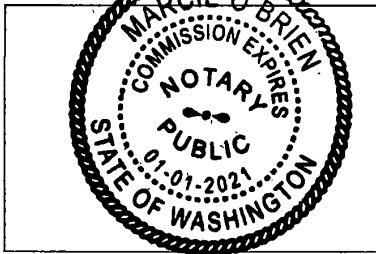
DATED this 19 day of March, 2019.

GRANTOR

By: [Signature]
Name: Joe Woodmansee
Its: Member Cedar Heights LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF Skaqit)

I certify that I know or have satisfactory evidence that Joe Woodmansee is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member of Cedar Heights LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



(Use this space for notarial stamp/seal)

Marcie O'Brien
Print Name Marcie O'Brien
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My commission expires 01-01-21

EXHIBIT A

Exhibit "A"

Description for Temporary Cul-de-sac to be relinquished

That certain temporary cul-de-sac easement being entirely within Lot 113, Plat of Digby Heights Phase III, recorded under Skagit County Auditor's File No. 201109190088, being a circle, the center point being described as follows:

Commencing at the centerline of Jeff Street at the intersection with the South line of said Plat of Digby Heights Phase III;
thence North $1^{\circ}06'31''$ East along the centerline of said Jeff Street for a distance of 46.72 feet;
thence North $88^{\circ}53'29''$ West for a distance of 31.00 feet to said center of a circle having a radius of 45.00 feet (center of cul-de-sac).

Situate in the City of Mount Vernon, County of Skagit, State of Washington

The above-described easement area is as shown on the face of said Plat of Digby Heights Phase III.



5-16-17

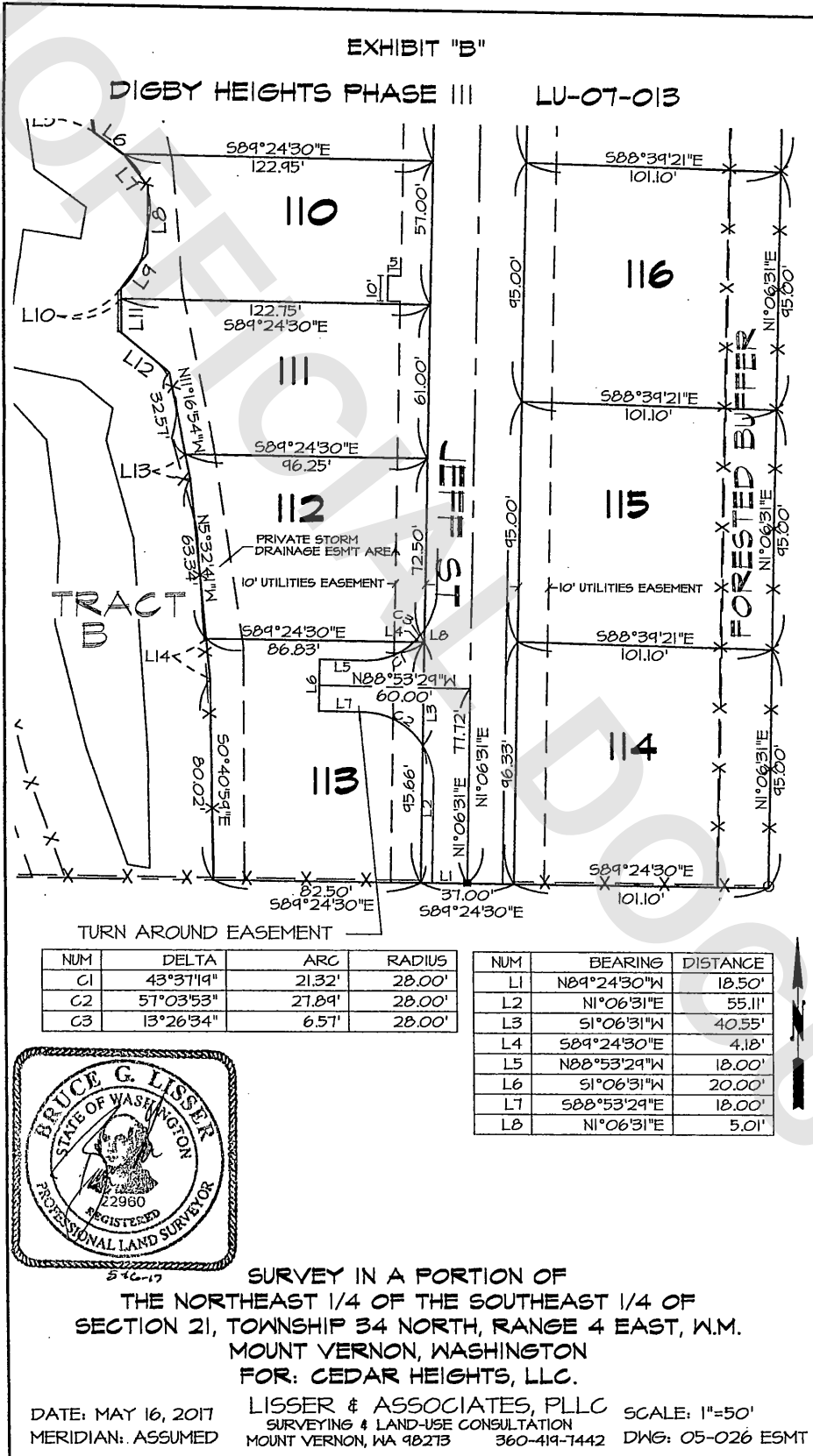


EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Lot 113, Plat of Digby Heights Phase III, recorded under Skagit County Auditor's File No.
201109190088