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Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Bene Johnson
DATE 3.24.23

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

Will Johnson
Betts Austin Johnson
2200 Rimland Drive, Suite 230
Bellingham, WA 98226

ASSIGNED/RELEASED DOCUMENTS:

- 1. None

GRANTOR:

- 1. A & S Hotels, LLC

GRANTEE:

- 1. MV28, LLC

LEGAL DESCRIPTION: Full legal descriptions found on pages 1 and 2.

Abbreviated:

- 1. Lot A-1, BSP No. MV-1-90, AF# 9009250037
- 2. Ptn Govt. Lot 6 & NE ¼ SW ¼, S18, T34N, R4E

ASSESSOR'S PARCEL NUMBER(S):

- 1. 8037-000-001-0100/P26212
- 2. 340418-0-012-0002/P26054

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 2023, by A & S HOTELS, LLC, a Washington limited liability company ("Grantor"), and MV28, LLC, a Washington limited liability company ("Grantee") as follows:

WHEREAS, MV28, LLC, is the owner of certain real property which is legally described as follows (the "Benefitted Property"):

That portion of Government Lot 6 and of the Northeast Quarter of the Southwest Quarter of Section 18, Township 34 North, Range 4 East of W.M., described as follows: beginning at center of said Section 18; thence West 32 rods; thence South 1,980 feet, more or less, to North line of the County road running through Government Lot 6 of said Section; thence Easterly to North and South Quarter

Section line through said Section; thence North to point of beginning; except dike and ditch rights of way and except the West 10 acres thereof.

Situate in Skagit County, Washington.

WHEREAS, Grantor is the owner of certain real property which is legally described as follows (the "Burdened Property"):

Lot A-1, City of Mount Vernon Binding Site Plan No. MV-1-90 as approved September 25, 1990 and recorded September 25, 1990 in Volume 9 of Plats page 262 under Auditor's File No. 9009250037, records of Skagit County, Washington; being a portion of the North half of the Northwest Quarter of the Southeast Quarter of Section 18, Township 34 North, Range 4 East W.M..

Situate in Skagit County, Washington.

WHEREAS, Grantee desires to obtain a temporary easement from Grantor over a portion of the Burdened Property, for the benefit of the Benefited Property, for purposes of access and construction to Grantee's real estate development project, and Grantor desires to grant such an easement to Grantee.

NOW, THEREFORE, based upon the mutual covenants and conditions contained herein and no monetary consideration, Grantor and Grantee hereby agrees as follows:

1. Easement Granted and Described. Grantor hereby grants, bargains and conveys, for the benefit of the Benefited Property, a non-exclusive temporary easement over, across and through that portion of the Burdened Property legally described and approximately depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area"), for purposes of access to and construction of a retaining wall for the new road extension required as part of Grantee's real estate development project.. Grantee, its contractors, subcontractors, agents, owners, consultants and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, at such times and for such purposes as Grantee's construction requires.

The rights granted herein shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work required for construction of Grantee's retaining wall and related real estate development project improvements. If Grantee's use results in any disruption or damage to the Easement Area, Grantee shall as soon as reasonably feasible following the completion of the construction work in the Easement Area, restore the Easement Area to its previously existing condition at the Grantee's sole cost and expense.

Grantor shall retain the right to use and enjoy the Easement Area, so long as such use does not interfere with Grantee's real estate development project described herein.

2. Term of Easement. The term of this Agreement shall commence upon Grantee's receipt of construction project permits and shall remain in force until no later than the two (2) year anniversary date thereof. This Agreement may be extended by mutual consent of Grantor and Grantee if Grantee's construction is not completed by said date.

3. Indemnity. The owner of the Benefited Property shall indemnify and hold harmless the owner of the Burdened Property, their successors and assigns, from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by the owner of the Benefited Property, or their employees, agents, licensees, contractors, subcontractors, invitees, tenants and guests, unless such loss, damage, liability, or expense is caused by the negligence or intentional misconduct of the owner of the Burdened Property.

4. Attorneys' Fees. If it shall be necessary for either party to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

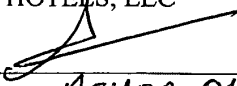
5. Purchase Price/Recording. The Agreement granted herein shall be for no consideration other than the promises and agreements set forth herein. This Agreement shall be recorded in the records of Whatcom County.

6. Severability. Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals on the day and year first above written.

GRANTOR:

A&S HOTELS, LLC


By: ASHURO OHRY
Its: OWNER

GRANTED

MV28, LLC

[Handwritten signature]
By: Tim White
Its: Manager Member

STATE OF ~~WASHINGTON~~ NEW MEXICO)
COUNTY OF BERNALILLO)

ss.

On this day personally appeared before me, ASHROO DHEI, to me known to be the of A&S HOTELS, LLC, who executed the within and foregoing instrument and acknowledged to me that he/she signed the same as the free and voluntary act and deed of the Company for the purposes stated herein.

Dated this 20 day of MARCH, 2023.

STATE OF NEW MEXICO
NOTARY PUBLIC
P IREYNE BARELA
Commission # 1085035
My Comm. Exp. Nov. 15, 2025

[Handwritten signature]
Notary Public in and for the State of
~~Washington~~ NEW MEXICO
My commission expires: 11.15.2025

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

ss.

On this day personally appeared before me, Timothy White to me known to be the Member/Manager of MV28, LLC, who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes stated herein.

Dated this 20th day of MARCH, 2023.

Barbara Reynolds
COMMISSION EXPIRES
05/14/2025
NOTARY
PUBLIC
Lic Number 18945
STATE OF WASHINGTON

[Handwritten signature]
Notary Public in and for the State of
Washington.
My commission expires: 5/14/2025

10' CONSTRUCTION EASEMENT

THAT PORTION OF LOT A-1 OF THE CITY OF MOUNT VERNON SHORT PLAT MV-1-90 APPROVED ON SEPTEMBER 5, 1990 AND RECORDED ON SEPTEMBER 25, 1990 UNDER AUDITOR FILE NUMBER 9009250037 SKAGIT COUNTY RECORDS, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 10 FEET OF LOT A-1 OF SAID SHORT PLAT AS MEASURED PERPENDICULAR TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 2,331 SQ. FT. MORE OR LESS.

