

RETURN ADDRESS:

City of Mount Vernon
Public Works Department
P.O. Box 809
Mount Vernon, WA 98273



200709060142

Skagit County Auditor

9/6/2007 Page

1 of

5 3:49PM

DOCUMENT TITLE:

Easement

REFERENCE NUMBER:

N/A

GRANTOR(S):

1. St. Paul's Episcopal Church
- 2.

GRANTEE(S):

1. City of Mount Vernon
- 2.

ABBREVIATED LEGAL DESCRIPTION:

Portion NW $\frac{1}{4}$ SE $\frac{1}{4}$, S20-T34-R4
Commonly known as 415 S 18th Street

Full Legal on Page 4

ASSESSOR PARCEL / TAX ID NUMBER:

P26829

**After Recording Please Return to:
City of Mount Vernon
Department of Public Works
P.O. Box 809
Mount Vernon, WA 98273**

Exhibit A

PERPETUAL NON-EXCLUSIVE PUBLIC PARKING EASEMENT

For and in consideration of improvements to its property and other valuable consideration, and in consideration of the performance and benefits derived and to be derived by Grantor and Grantee herein of the covenants hereinafter set forth, Grantor, St. Paul's Episcopal Church, Mount Vernon, WA, hereby conveys and warrants to Grantee, the City of Mount Vernon, Mount Vernon WA, a municipal corporation, its successors and assigns a perpetual, nonexclusive easement under, over, through, along and across the full width and length of Grantor's property (Easement Area) described in Attachment "A" for the purpose of constructing and improving the property as a parking facility and to use and occupy the property for the purpose of providing and using parking facilities.

The easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee and Grantor hereby promise to faithfully and fully observe and perform and shall be construed to be subordinate and obedient to such covenants:

1. Grantee, its agents, independent contractors, and invitees shall use the Easement Area for paved public parking.
2. Grantee has the right of reasonable access to maintain the paved public parking area within the Easement Area including but not limited to the right to cut, control, remove and dispose on a continuing basis and by any prudent and reasonable means the establishment and growth of any and all brush, trees or other vegetation in the Easement Area and to make repairs to improvements as necessary.



3. Grantee has the right to enforce its public parking regulations thereon, and to place and maintain upon the property such neat and appropriate signs as it is necessary to regulate and maintain the parking lot constructed.
4. This easement is nonexclusive. Grantor reserves the right to use the easement area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the property. Grantor reserves the right to close the use of the easement to the public for periods of time not to exceed six hours in order to reserve parking for the Grantor's use. Grantor may do so only for the purpose to provide additional parking during weddings, funerals and special events sponsored by the Grantor; provided that Grantor shall not seek impoundment of any vehicles that remain on the Easement Area; provided further that Grantor shall provide notice to Grantee 24 hours before such closure.
5. The undersigned, being an owner of property and willing to grant this easement affecting said property, hereby waives any real property acquisition procedures as may be set forth in the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and amendments thereto. The undersigned understands these procedures would, among other things, require an appraisal of the easement being granted herein. Grantor acknowledges that this real property acquisition is not done under the threat of imminent domain.
6. The rights and obligations of the Grantor and Grantee shall inure to the benefit of and be binding upon the Grantor and Grantee's respective successors and assigns.
7. The rights granted herein are intended to be construed as an easement appurtenant and are in nature an easement privilege which shall run with the possession of the dominant tenant and is not personal in nature.

IN WITNESS WHEREOF the undersigned has executed this instrument this 17th day of April, 2007

Barbara J Martin, Senior Warden
St. Paul's Episcopal Church in Mount Vernon, Washington

STATE OF WASHINGTON)(
 COUNTY OF SKAGIT)(

On this 17th day of April, 2007 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Barbara J Martin to me known to be the Senior Warden of St. Paul's Episcopal Church in Mount Vernon, Washington, the corporation that executed the foregoing instrument and acknowledged the 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 they are authorized to

Exhibit A
Public Parking Easement - Page 2 of 4



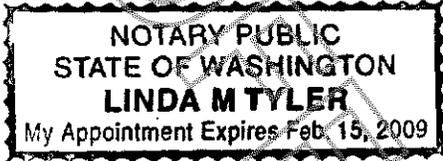
200709060142
 Skagit County Auditor

execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal herein affixed the day and year first above written

Linda M. Tyler

Notary Public in and for the State of
Washington, Residing in Bellingham, WA
My Commission Expires 2-15-09



ATTACHMENT "A"
DESCRIPTION OF NONEXCLUSIVE, PERPETUAL EASEMENT

A portion of parcel P26829 in the Northwest ¼ of the Southeast ¼ of Section 20, Township 34, Range 4 East, W.M. commonly known as 415 South 18th Street to wit:

Beginning at the northeast corner of said parcel; thence, North 89-04-30 West along the northerly boundary of said parcel, which coincides with the south boundary of East Montgomery Street, a distance of 31.5-feet to the True Point of Beginning; thence, southerly along a line perpendicular to the south line of East Montgomery Street a distance of 16-feet; thence, westerly along a line parallel to and 16.0-feet from the south line of East Montgomery Street a distance of 120-feet to a point; thence, northerly along a line perpendicular to East Montgomery Street a distance of 16-feet to the south line of East Montgomery Street; thence, easterly to the True Point of Beginning

Easement Only
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 06 2007

Amount Paid \$ *0*
By Skagit Co. Treasurer Deputy
[Signature]



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Skagit County Auditor