

After recording, return to:

City of Mount Vernon
Office of the City Attorney
910 Cleveland Avenue
Mount Vernon, WA 98273



201311190076

Skagit County Auditor

\$87.00

11/19/2013 Page

1 of

16 10:41AM

**EASEMENT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND
STONEBRIDGE CONDOMINIUM ASSOCIATION**

Grantor(s): Unit Owners Association of Stonebridge Condominium, a non-profit
miscellaneous and mutual corporation

Grantee(s): City of Mount Vernon, a Washington municipal corporation

Full Legal: Trail Easement Exhibit "A" ATTACHED HERETO; Right of Way Easement Exhibit
"B" ATTACHED HERETO; Surplus Area Exhibit "C" ATTACHED HERETO
THAT PORTION OF STONEBRIDGE CONDOMINIUM
Assessor's Property Tax Parcel or Account No.: P119363, P119364

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 19 2013

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

EASEMENT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND STONEBRIDGE CONDOMINIUM ASSOCIATION

This Easement Agreement is made by, between, and among the Unit Owners Association of Stonebridge Condominium (the "Association"), a non-profit miscellaneous and mutual corporation and the City of Mount Vernon, (the "City"), a municipal corporation and political subdivision of the State of Washington.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. BACKGROUND & RECITALS

A. Through the City's subdivision process, the City was dedicated a constructed public trail system and easement as condition to developing the property commonly known as the Stonebridge Planned Unit Development to serve as a general public amenity associated with the development of the property approved by the City Council on August 9, 2000; and

B. The recorded plat maps and related documents which include the City's trail easement are imprecise to both the physical location of the trail and those areas which the City needs to reserve for expansion of the trail system; and

C. The City and the Association has engaged in the task of surveying the trail easement areas needed for the existing and future trail system and have identified with reasonable precision where the trail system is located and needed for future expansion and where the recorded documents identify areas surplus to the needs of the City; and

D. The City and the Association have identified an area constructed to serve as public right of way for vehicular travel not originally dedicated to the City; and

E. The City and the Association desire to clarify their respective property rights and correct recorded documents in order to accurately depict easement areas in relation to where the trails are constructed, reserved for future use, scope of the use, and extinguish any easement areas surplus to the City; and

F. Through approval of this Agreement the City Council has determined areas identified in this Agreement in which the City releases its interest as surplus to the City.

2. GRANT OF TRAIL EASEMENT

A. The Association hereby grants to the City a perpetual easement for the purposes of construction, improvement, maintenance, and use by the general public for pedestrian, bicycle, or other roughly equivalent non-motorized access over, across and through the "Trail Easement Area" identified, depicted, and legally described and labeled in Exhibit "A" consisting of: i) a legal description of Easement Area A, ii) a site map of Easement Area A depicting the trail easement area;



iii) a legal description of Easement Area B; and iv) a site map of Easement Area B depicting the trail easement area, attached hereto and incorporated herein by this reference.

B. The City shall have the right to replace, construct (initial construction of the Trail Easement Area has already occurred), repair, maintain, mark, adopt rules, and use the Trail Easement Area including construction and placement of improvements necessary to facilitate pedestrian and non-motor vehicle passage and minimize conflicts with other nearby uses.

3. GRANT OF RIGHT OF WAY EASEMENT

A. The Association hereby grants to the City a perpetual easement for the purposes of construction, improvement, maintenance, and use by the City as a general public road over, across, and through the "Right of Way Easement Area" identified, depicted, and legally described and labeled as Exhibit "B" consisting of: i) a legal description and ii) a site map of Easement Area C depicting the right of way easement area attached hereto and incorporated herein by this reference.

B. The City shall have the right to replace, construct (initial construction of the Right of Way Easement Area has already occurred), repair, maintain, mark, adopt rules, and use the Right of Way Easement Area including construction and placement of improvements necessary to facilitate vehicular, pedestrian and non-motor vehicle passage and minimize conflicts with other nearby uses.

4. RELEASE OF PROPERTY RIGHTS SURPLUS TO THE CITY

A. Upon the recording of this Easement Agreement, the City hereby releases its easement interests to the Surplus Areas identified, depicted, and legally described and labeled as Exhibit "C" consisting of: i) a legal description of Easement Area D; ii) a site map of Easement Area D depicting the area surplus to the City ; iii) a legal description of Easement Area E; and iv) a site map of Easement Area E depicting the area surplus to the City attached hereto and incorporated herein by this reference originally granted under the records, maps, plans and subdivision documents recorded in Skagit County AF # 200104030060 and AF# 200104030061 and the recorded amendments thereto.

B. This release shall not serve to release any interest which is hereby granted by Section 2 and Section 3 of this Agreement or any interest reserved and retained over, across, under, and through the Surplus Areas for utility services, including but not limited to sewer, water, telephone, electrical, gas and any other services installed or permitted by the City by permit, franchise, or otherwise.

5. GENERAL PROVISIONS

A. **Neither Party Assumes Duty to the Public.** Neither party by entering into this Agreement assumes any duty to any third party or for the benefit of the general public: (a) for defects in the location, design, installation, maintenance or repair of the easements granted herein or related facilities, (b) for any unsafe conditions within the easements granted herein, (c) for the failure to inspect for or warn against possibly unsafe conditions, or (d) for the failure to close the Trail Easement Area or Right of Way Easement Area to public access when unsafe conditions may be present.



B. **Binding Agreement.** This Agreement, and all easements, covenants, terms and conditions contained herein, are intended to and shall run with the land described herein and shall be binding upon Grantor and Grantee and their respective successors, heirs and assigns.

C. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement is declared severable.

D. **Beneficiaries.** This agreement may be enforced only against the Grantor by the City and confers no rights on any third person or entity.

E. **Title.** The rights granted herein are subject to any licenses and easements previously granted by the Grantor or her predecessors in interest.



CITY:

CITY OF MOUNT VERNON

A Washington Municipal Corporation

By: 

Jill Boudreau, Mayor

Dated: 10-30-13

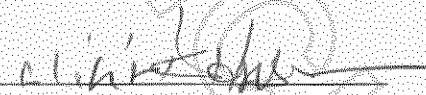
ASSOCIATION:

Unit Owners Association of

Stonebridge Condominium


President [insert title]

Dated: September 20, 2013

Attest: 

Alicia D. Hushcka, Finance Director

Dated: 10-30-13

Approved as to Form:



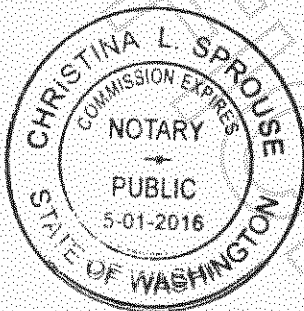
Kevin Rogerson, City Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Barbara Cheyney, and _____ to me known to be the President of the Unit Owners Association of Stonebridge Condominium, a nonprofit miscellaneous and mutual 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 is authorized to execute the said instrument.

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

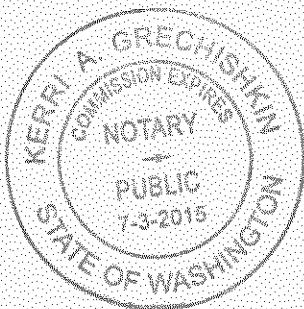


Christina L Sprouse
Notary Public in and for the state of
Washington, residing at Mount Vernon
My commission expires: May 1, 2016
Printed Name: Christina L Sprouse

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day before me personally appeared Jill Boudreau, to me known to be the Mayor of the City of Mount Vernon, the municipal 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 she is authorized to execute the said instrument.

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



Kerri A. Grechishkin
Notary Public in and for the state of
Washington, residing at Mount Vernon
My commission expires: 7/3/2015
Printed Name: Kerri A Grechishkin



201311190076

Skagit County Auditor

\$87.00

11/19/2013 Page

6 of

16 10:41AM

EXHIBIT A
"Trail Easement Area"

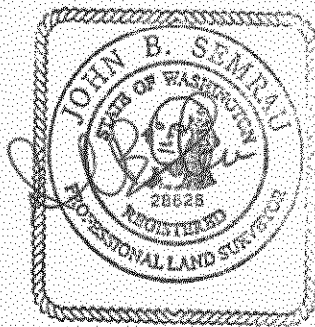
Legal Description
Easement Area "A"

That portion of **STONEBRIDGE CONDOMINIUM**, as recorded under Auditor's file number 200104030060, records of Skagit County, Washington, lying within the Northwest ¼ of the Northwest ¼, Section 21, Township 34 North, Range 4 East, W.M., said portion being described as follows:

Commencing at the intersection of the centerlines of Shady Lane and Stonebridge Way; thence South 00°37'10" West 186.80 feet along the centerline of said Shady Lane to a monument in case;
thence South 88°29'39" East a distance of 61.50 feet to a point 45.50 feet from the center of the cul-de-sac at the southerly end of Shady Lane, said point also being the beginning of curve concave to the Southwest and also being the **True Point of Beginning**;
thence Easterly and Southerly along the arc of said curve to the right having an initial tangent bearing of South 75°52'55" East and a radius of 46.00 feet, through a central angle of 77°19'15", an arc distance of 62.08 feet to a point of tangency;
thence South 01°26'20" West a distance of 201.08 feet to a point on the South line of said **STONEBRIDGE CONDOMINIUM**, which bears South 88°30'28" East, 3.89 feet from the Southwest corner thereof;
thence South 88°30'28" East 20.00 feet along said South line;
thence North 01°26'20" East 201.10 feet to a point of curvature;
thence along said curve to the left having a radius of 66.00 feet, through a central angle of 73°35'56", an arc distance of 84.78 feet to a point that is North 72°53'13" East 57.00 feet from the center of said cul-de-sac at the southerly end of Shady Lane;
thence Northwesterly along the arc of a curve to the left having a radius of 57.00 feet and an initial tangent bearing of North 17°06'47" West, through a central angle of 53°05'07", an arc distance of 52.81 feet to a point of reverse curvature;
thence along the arc of said curve to the right having a radius of 13.00 feet, through a central angle of 24°37'51", an arc distance of 5.59 feet to the East margin of Shady Lane;
thence South 00°37'10" West 13.41 feet along said East margin to a point on a curve concave to the Northeast;
thence along the arc of said curve to the left having an initial tangent bearing of South 67°49'43" East and a radius of 24.50 feet, through a central angle of 02°22'11", an arc distance of 1.01 feet to a point of reverse curvature;
thence along the arc of said curve to the right having a radius of 45.50 feet, through a central angle of 72°00'57", an arc distance of 57.19 feet to the **True Point of Beginning**.

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

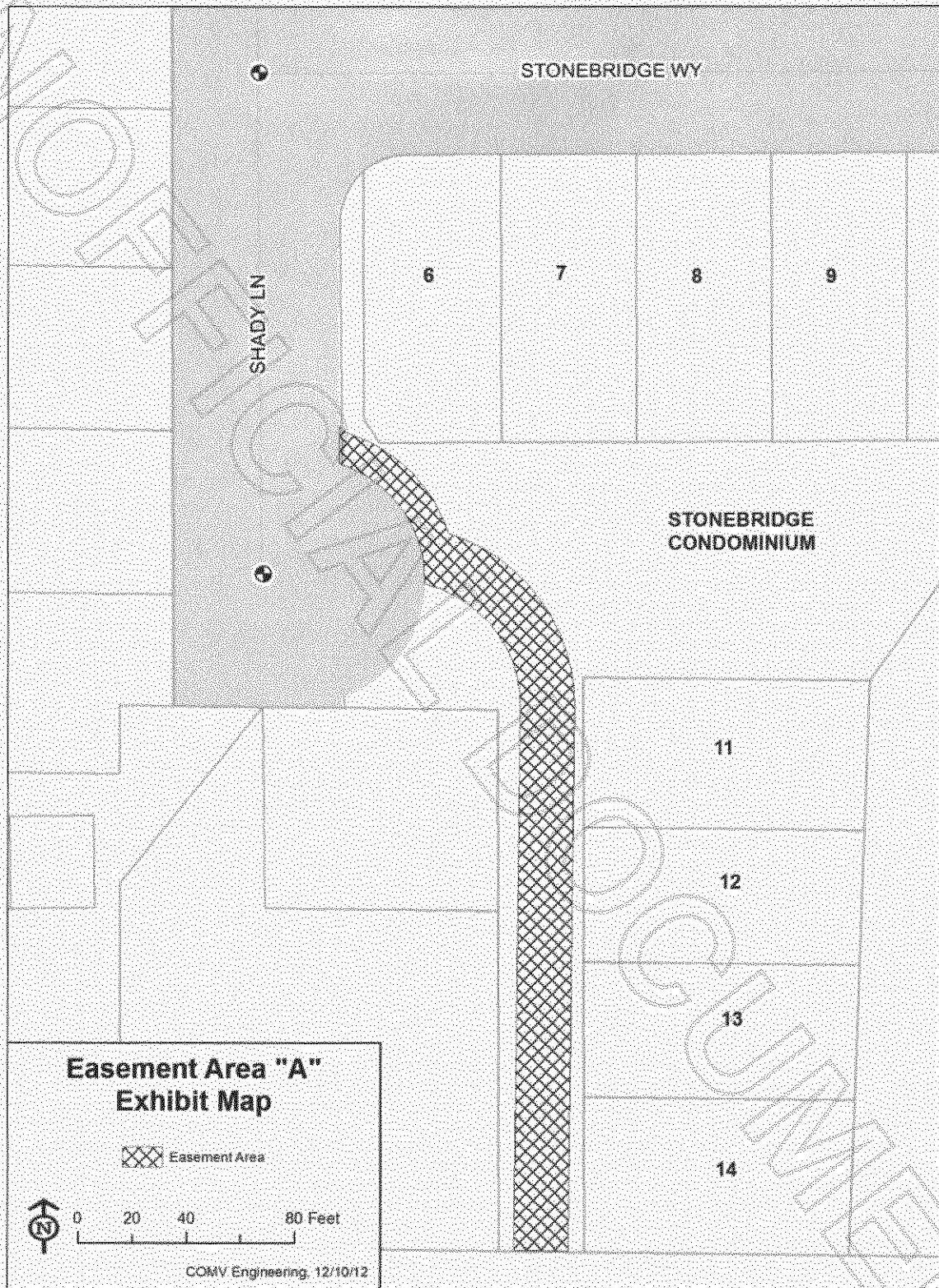
Esmt A2 Descr.doc



12 13 12

12/13/2012



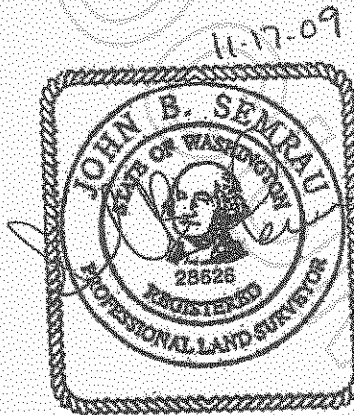


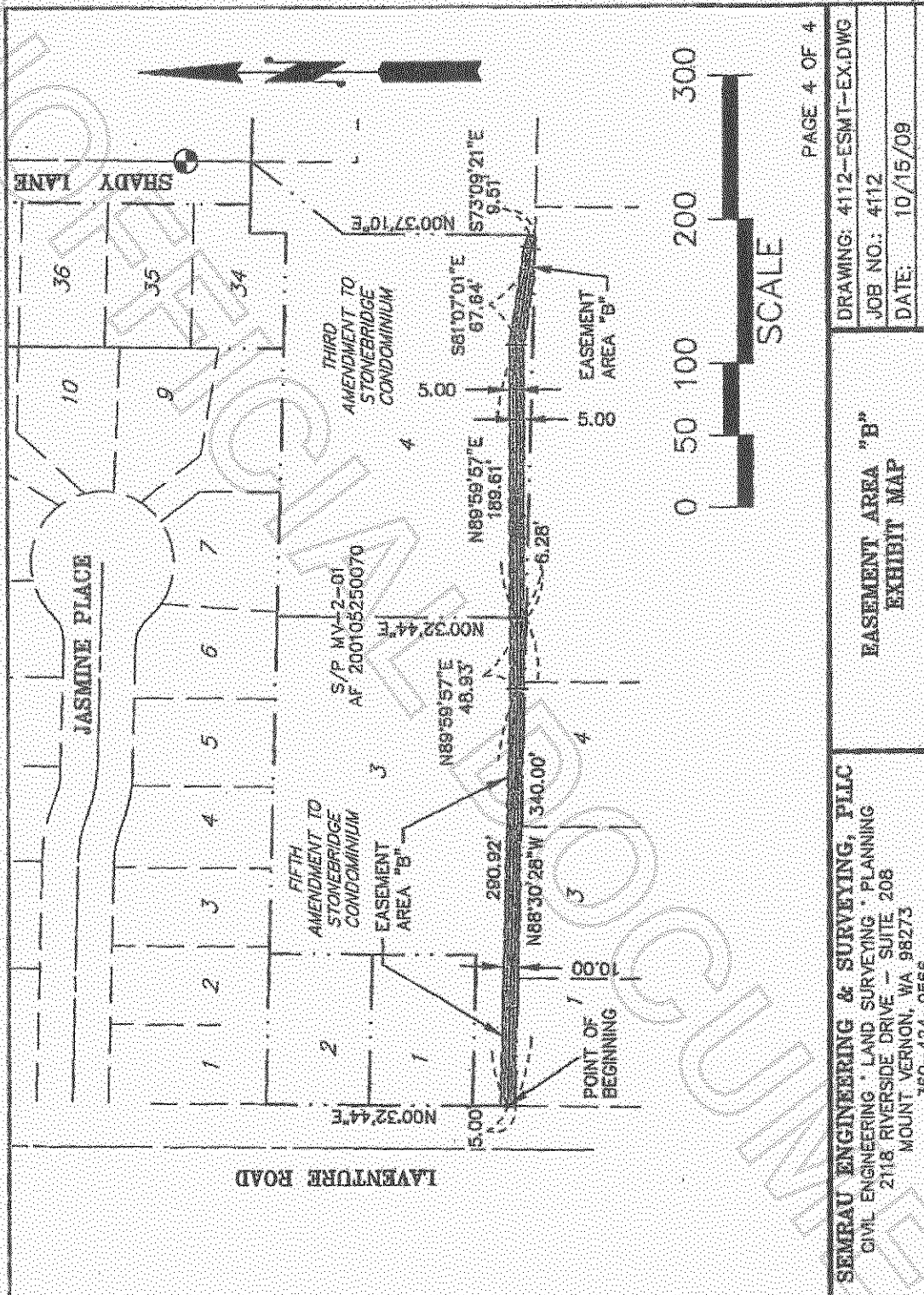
201311190076

**Legal Description
Easement Area "B"**

That portion of the Fifth Amendment to Survey Map and Plans for Stonebridge Condominium containing units 45 through 50 thereof, as shown on sheet 2 of 10 of the survey thereof, recorded under Auditor's file number 200302060084, and that portion of the Third Amendment to Survey Map and Plans for Stonebridge Condominium as shown on sheet 2 of 8 of the survey thereof, recorded under Auditor's file number 200207290130, records of Skagit County, Washington, lying within the Northwest ¼ of the Northwest ¼, Section 21, Township 34 North, Range 4 East, W.M., and being a tract of land 10.00 feet in width, having 5.00 feet in width on each side of the following described centerline:

Commencing at a point on the Easterly right of way margin of Laventure Road, being the Southwest corner of said portion of the Fifth Amendment to Survey Map and Plans for Stonebridge Condominium;
Thence North 00°32'44" East along said Easterly margin a distance of 5.00 feet to the True Point of Beginning;
Thence South 88°30'28" East a distance of 290.92 feet;
Thence North 89°59'57" East a distance of 48.93 feet to a point on the West line of said portion of the Third Amendment to Survey Map and Plans for Stonebridge Condominium, which bears North 00°32'44" East, 6.28 feet from the Southwest corner thereof;
Thence continuing North 89°59'57" East a distance of 189.61 feet;
Thence South 81°07'01" East a distance of 67.64 feet;
Thence South 73°09'21" East a distance of 9.51 feet to the Southeast corner of said portion of the Third Amendment to Survey Map and Plans for Stonebridge Condominium, being the terminus of this centerline description, the sidelines of which shall be shortened or lengthened so as to be contiguous with the boundary of said portion of the Third Amendment to Survey Map and Plans for Stonebridge Condominium.





PAGE 4 OF 4

DRAWING: 4112-ESMT-EX.DWG
 JOB NO.: 4112
 DATE: 10/15/09

**EASEMENT AREA "B"
 EXHIBIT MAP**

SEBRAU ENGINEERING & SURVEYING, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * PLANNING
 2118 RIVERSIDE DRIVE - SUITE 208
 MOUNT VERNON, WA 98273
 360-424-9566



EXHIBIT B
"Right of Way Easement Area"

Legal Description
Easement Area "C"

That portion of **STONEBRIDGE CONDOMINIUM**, as recorded under Auditor's file number 200104030060, records of Skagit County, Washington, lying within the Northwest ¼ of the Northwest ¼, Section 21, Township 34 North, Range 4 East, W.M., said portion being described as follows:

Commencing at the intersection of the centerlines of Shady Lane and Stonebridge Way; thence South 00°37'10" West 186.80 feet along the centerline of said Shady Lane to a monument in case;

thence South 89°22'50" East 30.00 feet to the East margin of said Shady Lane and the **True Point of Beginning**;

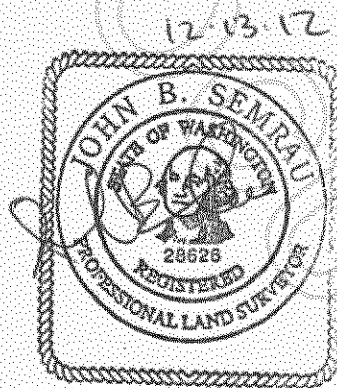
thence South 00°37'10" West 43.29 feet along said East margin to a point that is 45.50 feet from the center of curvature of a "Temporary Easement to City of Mount Vernon" as shown on said Plat;

thence Northerly along the arc of a curve to the left having an initial tangent bearing of North 72°41'57" East and a radius of 45.50 feet, through a central angle of 142°53'51", an arc distance of 113.48 feet to a point of reverse curvature;

thence along the arc of said curve to the right having a radius of 24.50 feet, through a central angle of 02°22'11", an arc distance of 1.01 feet to said East margin of Shady Lane;

thence South 00°37'10" West 43.33 feet along said East margin to the **True Point of Beginning**.

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



Esmt C2 Descr.doc

12/13/2012



201311190076

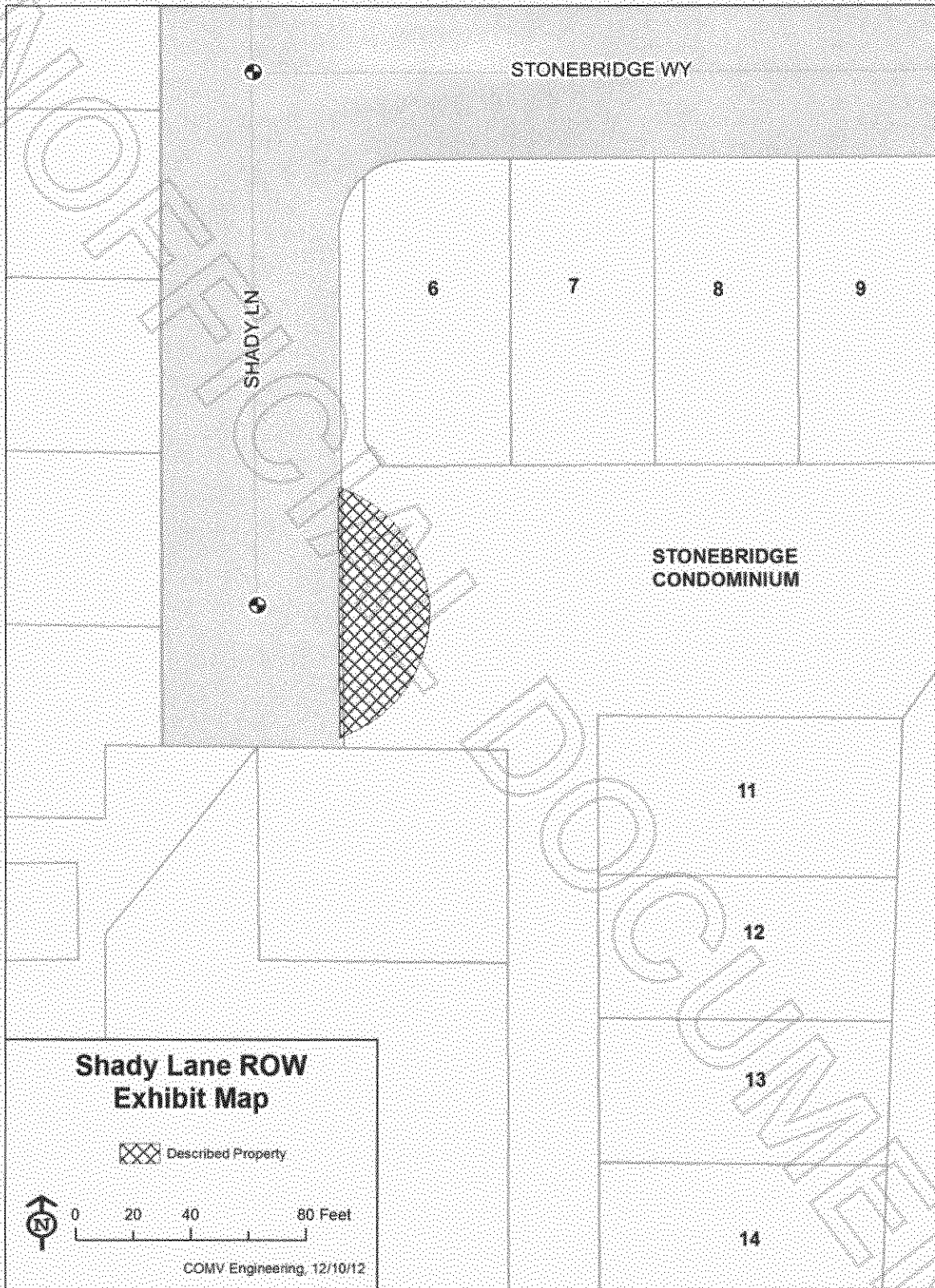


EXHIBIT C
"City Surplus Areas"

Legal Description
Area "D"

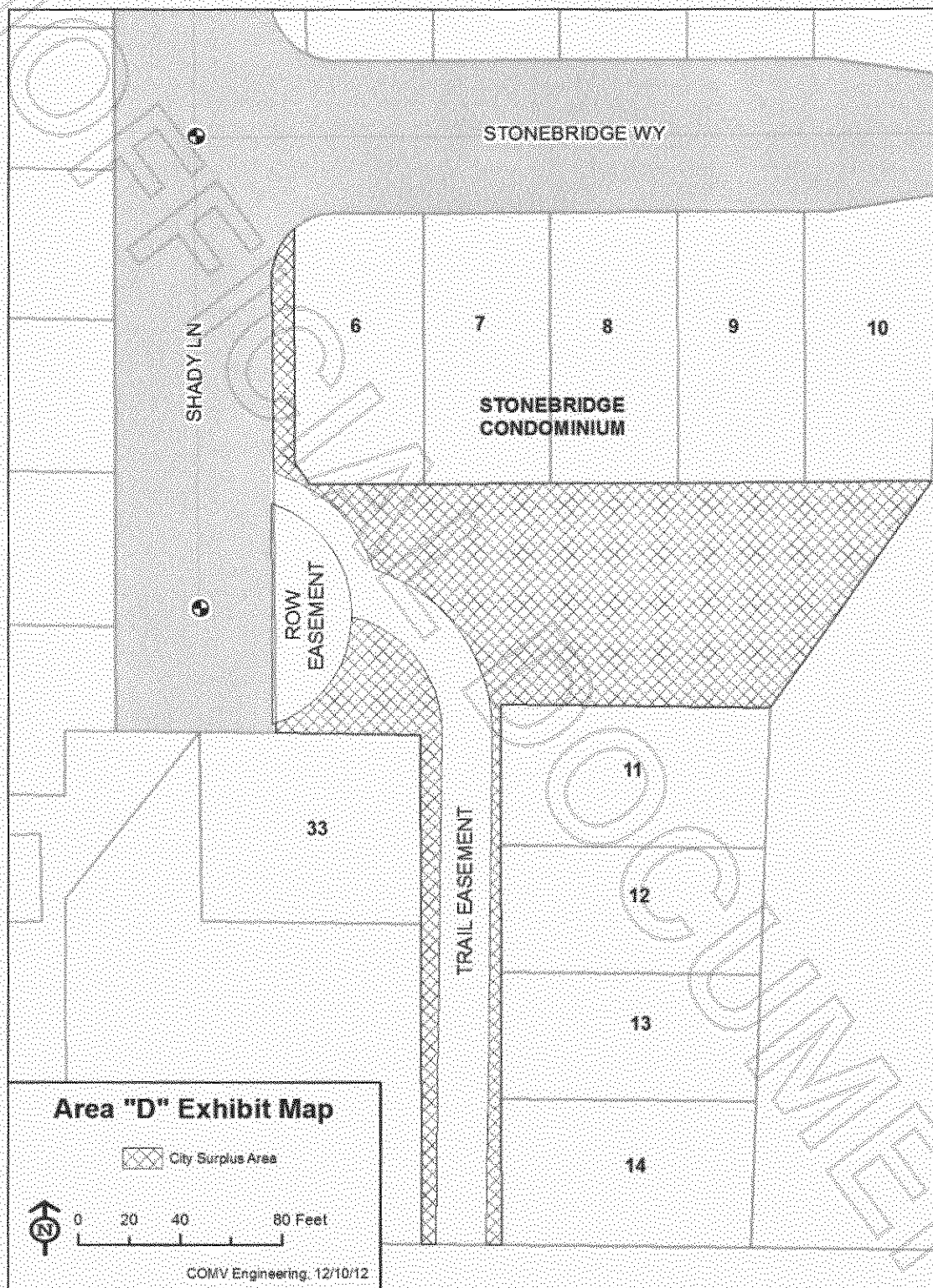
That certain Common Element tract of the Third Amendment To Survey Map and Plans For Stonebridge Condominium, as shown on sheet 3 of 8 of the survey thereof, recorded under Auditor's file number 200207290130, records of Skagit County, Washington, lying within the Northwest ¼ of the Northwest ¼, Section 21, Township 34 North, Range 4 East, W.M., located immediately east of the southern portion of Shady Lane and identified as Common Element and Temporary Easement to City of Mount Vernon and Future Bicycle Trail Easement and Access to Units 11-14.

EXCEPT

Those portions identified as Trail and Right of Way Easements described in Exhibits A and B herein.



Area "D" Map



201311190076

**Legal Description
Area "E"**

That portion of the Third amendment to Survey Map and Plans for Stonebridge Condominium as shown on sheet 2 of 8 thereof, recorded under Auditor's file number 200207290130, records of Skagit County, Washington, lying within the Northwest 1/4 of the Northwest 1/4, Section 21, Township 34 North, Range 4 East, W.M., described as follows:

The south 20.00 feet thereof.

Said 20.00 feet being identified on said Stonebridge Condominium map as 20' (foot) Easement For Ingress and Egress AF# 772439 and Water Pipe Line Easement and Bicycle Trail Easement.

EXCEPT

Those portions identified as Trail Easement described in Exhibit A herein.



201311190076

Skagit County Auditor

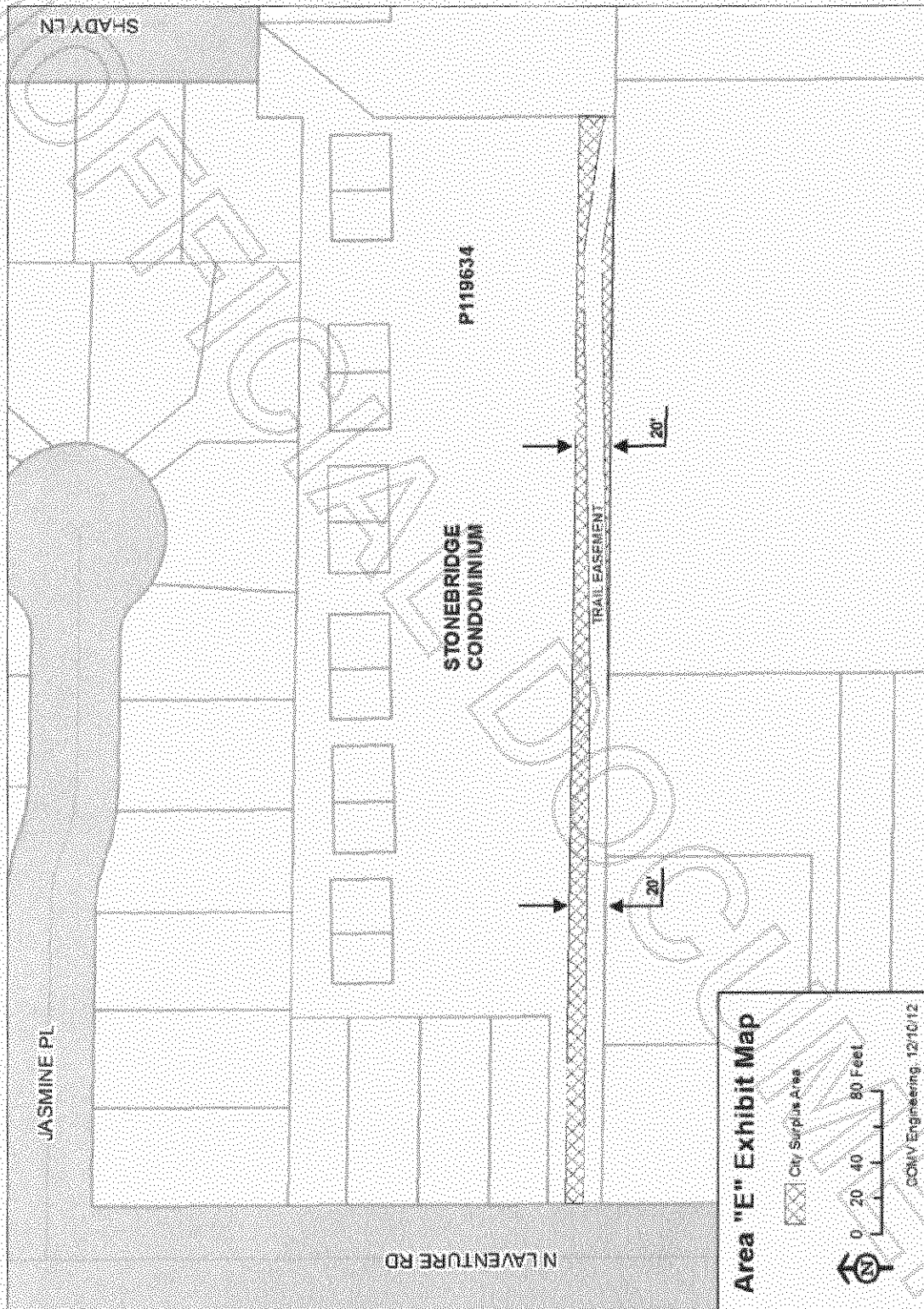
\$87.00

11/19/2013 Page

15 of

16 10:41AM

Area "E" Map



201311190076