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Skagit County Auditor

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5/8/2017 Page

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COVER SHEET FOR RECORDING DOCUMENTS

Return to: Chrissy Sprouse
City of Mount Vernon
P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT: License Agreement and Covenant

GRANTEE: CITY OF MOUNT VERNON

GRANTORS: Edward & Deborah McGrath

ABBREVIATED LEGAL DESCRIPTION: JOHNSON ADD TO MT. VERNON LOT 10 DK 17

AUDITOR'S FILES NO.

COMPLETE LEGAL DESCRIPTION ON PAGE:

ASSESSOR'S PARCEL/TAX ID NUMBER: P53285

After recording, return to:

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

**LICENSE AGREEMENT AND COVENANT WITH THE CITY OF MOUNT VERNON,
WASHINGTON FOR FENCING AND MAINTENANCE**

This agreement is made and entered into by and between the City of Mount Vernon, a municipal corporation, ("City") and Edward & Deborah McGrath, ("Grantor") owner(s) of the certain real property described in Exhibit A ("Grantor's Property").

- 1. Purpose.** The purpose of this license and covenant agreement is for Grantor to provide for a temporary license to the City and its contractors to enter and remain on Grantor's property in order to remove an existing fence and construct and transfer ownership of a new fence on Grantor's property abutting City right of way in exchange for Grantor's promise for all future maintenance, repair, and future replacement of the fence.
- 2. License.** Grantor hereby grants to the City including contractors and subcontractors a license for the following: i) to enter and remain on Grantor's Property in order to remove the existing fence located on City right of way abutting the south property line of Grantor's Property; and ii) to enter and remain on Grantor's Property to construct a new fence as set forth in Section 3 ("the Fence"). Grantor's license to City as set forth in the Agreement shall be effective beginning April 1st 2017 and ending July 31st, 2017 (the "License Period").
- 3. Construction.** City shall remove any existing fence and material on the City right of way abutting the south property line of Grantor's Property during the License Period unless completion within the License Period is not commercially reasonable. After or concurrent with removal of the existing fence City shall construct the Fence along the south end of Grantor's Property abutting the City right of way during the License Period unless completion within the License Period is not commercially reasonable. The Fence shall: i) be constructed with six foot cedar one inch by six inch boards, ii) boards shall be spaced approximately four inches apart, iii) be constructed using the 'shadow board' style, and iv) be constructed utilizing 4 x 4 posts set in concrete, in ground with a maximum spacing of eight feet between posts. In the event Construction activities as set forth in this Section are incomplete despite commercially reasonable efforts of the City or its Contractor, Grantor shall extend the License Period for a reasonable amount of time needed to complete construction upon the request of the City or its Contractor.
- 4. Ownership.** Upon completion of the Fence ownership of the Fence transfers to Grantor.

5. **Covenant To Maintain, Repair, and Replace.** Grantor shall have the duty, at its sole expense, to maintain and repair the Fence and keep same in as good condition as when it took possession thereof, wear and tear accepted, and keep the Fence in a state of repair in compliance with City ordinances as now or hereafter amended. City shall have no responsibility toward maintenance or repair of the Fence once completed.
6. **Binding Agreement.** This Agreement, and all licenses, covenants, terms and conditions contained herein, are intended to and shall run with the land described herein and shall be binding upon Grantor and their respective successors, heirs and assigns
7. **Waiver and Release.** Grantor agrees that the City, its contractors, subcontractors, agents and employees are licensees when on the premises to perform the terms set forth in the Agreement. Grantor releases, waives and holds harmless the City, its contractors and subcontractors from all claims or liability arising out of the use of Grantor's Property when on Grantor's Property to perform the terms set forth in this Agreement.

8. **Miscellaneous**

- a. Choice of Laws/Venue. This Agreement shall be governed by, construed and enforce in accordance with the laws of the State of Washington. Venue shall be in the Skagit County Superior Court.
- b. Entire Agreement. The foregoing constitutes the entire agreement between the parties and represents their entire understanding and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. This Agreement shall not be modified or amended except by a written document executed by the parties.

GRANTOR

By: Edward McGrath
Signature
Name (Printed) Edward McGrath

Date: 3-31-17

By: Debi McGrath
Signature
Name(Printed) Debi McGrath

CITY OF MOUNT VERNON

By: Jill Boudreau
Signature
Jill Boudreau, Mayor

Date: 6/8/17

ATTEST:

Doug Volésky
Doug Volésky, Finance Director

APPROVED AS TO FORM:

[Signature]
Mount Vernon, City Attorney

Exhibit A
Description of Grantor's Property

JOHNSON ADD TO MT VERNON LOT 10 DK 17

Address: 700 W Parkway Dr., Mount Vernon, WA 98273