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Skagit County Auditor

\$87.00

6/2/2017 Page

1 of

15 11:52AM

After Recording Return To:
Mount Vernon School District
124 E. Lawrence Street
Mount Vernon, WA 98273
Attn: Superintendent

Document Title: ACCESS AND UTILITIES EASEMENT AGREEMENT

Grantor: HARJIT K. CHEEMA, an individual

Grantee: MOUNT VERNON SCHOOL DISTRICT NO. 320, a political
subdivision of the State of Washington

Abbreviated Legal Description: Section 22, Township 34, Range 4 East

Additional Legal Description on Exhibits A and B of document.

Assessor's Tax/Parcel Number(s):

Grantor's Property: P126391

Grantee's Property: P131738 and P131739

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
JUN 2 2017

Amount Paid \$ /
Skagit Co. Treasurer
By HB Deputy

UNOFFICIAL DOCUMENT

ACCESS AND UTILITY EASEMENT

This ACCESS AND UTILITY EASEMENT ("Agreement") is made and entered into this 1st day of June, 2017 by and between HARJIT K. CHEEMA, an individual ("Grantor") and MOUNT VERNON SCHOOL DISTRICT NO. 320, a political subdivision of the State of Washington ("Grantee").

RECITALS

- A. Grantor is the owner of the real property described in Exhibit A attached hereto (the "Burdened Property").
- B. Grantee is the owner of the real property described on Exhibit B attached hereto (the "Benefited Property").
- C. Grantee is constructing a new elementary school and related improvements (the "School") on the Grantee's Property, including a new access road (the "Road") that will serve Grantee's Property and Grantor's Property; and
- D. Grantor desires to grant an easement for the benefit of Grantee's Property for the purposes and on the terms and conditions described herein.

AGREEMENT

1. Grant of Easement. For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, a perpetual nonexclusive easement for access and utilities (the "Easement") under, across, in, upon, and over Grantor's property in the location described and depicted on Exhibit C attached hereto (the "Easement Area").
2. Purpose of Easement. Grantee shall have the right to construct, install, repair, replace, maintain, operate, and use the Road, designed as necessary to serve Grantee's property, in the Easement Area, together with all necessary or convenient appurtenances thereof, including, without limitation, utilities to serve the Grantee's Property (the "Easement Improvements").
3. Access. The Grantee's employees, students, agents, and contractors shall have the rights at all times, without prior notice of the Grantor, to enter upon the Easement Area, by foot, bicycle, or vehicle, for the purposes set forth above.

4. Construction License. Grantor hereby grants Grantee a temporary construction license over, under, and across the Grantor's Property in the area depicted on Exhibit D (the "Construction License Area") for the purpose of designing and constructing the Road and the Easement Improvements and for the purpose of removing trees located within the Construction License Area as required by the City of Mount Vernon to facilitate construction of the Road. In the event the Grantor's Property, including the Construction License Area, is in any manner, other than the removal of the trees, disturbed by the activities of the Grantee or its contractors or agents relating to, or arising from, the exercise of any of the Grantee's rights under the Construction License, the Grantee shall promptly remove all debris and restore the Grantor's Property to at least the condition in which it existed at the commencement of such activities subject to the removal of the trees.

5. Obstructions. Grantee may from time to time remove structures, trees, bushes, or other obstructions within the Easement Area and may level and grade the Easement Area to the extent reasonably necessary to carry out the purposes set forth herein.

6. Indemnity. Grantor, its officials, officers, directors, employees and agents shall not be liable for any loss, claim or damage to persons or property resulting from the use of the Easement Area and Construction License Area by Grantee, its members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, guests and invitees, except for loss, claim or damage resulting from the sole negligence of Grantor or Grantor's officials, officers, directors, employees or agents, or the concurrent negligence of Grantor or Grantor's officials, officers, directors, employees or agents, to the extent of such concurrent negligence. Grantee shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities of every kind and description and for any loss to or damage or destruction of property suffered by Grantor arising out of Grantee's use of the Easement Area and Construction License Area, except to the extent caused by the negligence or concurrent negligence of Grantor or Grantor's officials, officers, directors, employees or agents to the extent of such concurrent negligence. Grantee agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the Grantor only, and only to the extent necessary to provide the Grantor with a full and complete indemnity of claims made by the Grantee's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Grantor shall give Grantee prompt written notice of any suit or proceeding entitling Grantor to indemnification pursuant to this Section 6 and Grantee shall thereafter defend Grantor in said suit or proceeding at its sole cost and expense to the extent required under this Section 6.

7. No Interference with Easement Rights. Grantor shall not undertake any digging, tunneling or other form of construction activity in the Easement Area or on the

Grantor Property which would damage the Easement Improvements or which would interfere with use of the Easement Area for ingress and egress to the Grantee Property unless agreed to in writing by the Grantee.

8. Dedication. Grantor acknowledges that Grantee may dedicate the Road, including the Easement Area, to the City of Mount Vernon as a public road. Grantor agrees that it shall have no objection to such dedication. In the event of such dedication, this Easement shall terminate and Grantor shall have no further rights and obligations hereunder.

9. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Easement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree that venue of any legal action brought to enforce this Easement shall be in Skagit County, Washington. In the event of any litigation to enforce or interpret the rights, duties and obligations of the parties set forth herein, the prevailing party shall be entitled to an award of reasonable costs, expenses and attorneys' fees in connection therewith, at trial and on appeal.

(c) Recitals Incorporated; Definitions. Each recital and definition set forth above is incorporated into this Easement as though fully set forth herein.

(d) Attorney's Fees and Costs. If either party shall bring an action to enforce the terms of this Agreement, in any such action the prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.

(e) Severability. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

(f) Binding Effect; Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Skagit County Auditor.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the matters described herein.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first above written.

GRANTOR


HARJIT K. CHEEMA, an individual

By: 

HARJIT K. CHEEMA

GRANTEE

MOUNT VERNON SCHOOL DISTRICT
NO. 320, a political subdivision of the State
of Washington

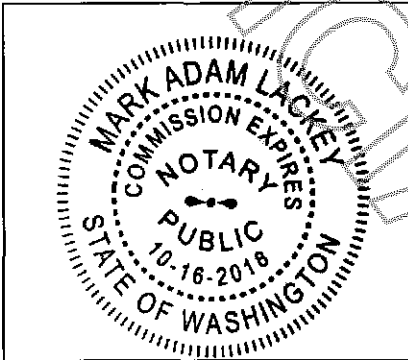
By: 

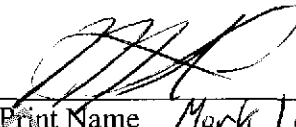
Name: DR. CARL BRUNER
Its: Superintendent

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

certify that I know or have satisfactory evidence that HARJIT K. CHEEMA is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6/11/2017




Print Name Mark Lackey
Notary Public in and for the State of Washington
Residing _____ at _____
Bellingham
My commission expires 10/16/2018

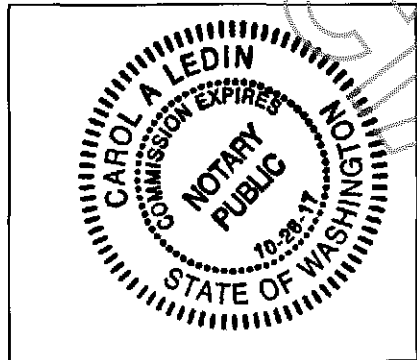
(Use this space for notarial stamp/seal)

UNRECORDED DOCUMENT

STATE OF Washington
COUNTY OF Snohomish) ss.

I certify that I know or have satisfactory evidence that Dr. Carl Bruner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SUPERINTENDENT of the MOUNT VERNON SCHOOL DISTRICT NO. 320 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Oct 10, 2017



(Use this space for notarial stamp/seal)

Carol A. Ledin
Print Name Carol A. Ledin
Notary Public in and for the State of Washington
Residing Sedro-Woolley at
My commission expires 10/28/2017

Exhibit A

Legal Description – Grantor Property

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST 638.12 FEET (AS
MEASURED PERPENDICULAR TO THE WEST LINE); EXCEPT THE MOUNT VERNON-BIG
LAKE COUNTY ROAD RUNNING ALONG THE SOUTH LINE THEREOF AND ALSO EXCEPT
THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE REMAINDER.

SITUATE IN CITY OF MOUNT VERNON, COUNTY OF SKAGIT, WASHINGTON

Exhibit B

Legal Description – Grantee Property

LOT 3, MOUNT VERNON SHORT PLAT NO. LU-13-047, RECORDED UNDER AF#201310140058, BEING A PORTION OF THE WEST 638.12 FEET AS MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE EAST 393.93 FEET AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE THEREOF ALSO TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE MOUNT VERNON-BIG LAKE ROAD DIVISION STREET EXCEPT THE SOUTH 210 FEET OF THE EAST 150 FEET OF THE WEST 340 FEET THEREOF AND EXCEPT THE NORTH 700.00 FEET OF THE SOUTH 1,180.00 FEET OF THE WEST 622.39 FEET AS MEASURED PERPENDICULAR TO THE SOUTH AND WEST LINES THEREOF OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT FROM ALL OF THE ABOVE THE RIGHT-OF-WAY FOR THE MOUNT VERNON-BIG LAKE COUNTY ROAD EAST DIVISION STREET. SURVEY AF#201304080065. RE-RECORD SURVEY AF#201307310063

TOGETHER WITH

TRACT X, MOUNT VERNON SHORT PLAT NO. LU-13-047, RECORDED UNDER AF#201310140058 BEING A PORTION OF THE WEST 638.12 FEET AS MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE EAST 393.93 FEET AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE THEREOF ALSO TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE MOUNT VERNON-BIG LAKE ROAD DIVISION STREET EXCEPT THE SOUTH 210 FEET OF THE EAST 150 FEET OF THE WEST 340 FEET THEREOF AND EXCEPT THE NORTH 700.00 FEET OF THE SOUTH 1,180.00 FEET OF THE WEST 622.39 FEET AS MEASURED PERPENDICULAR TO THE SOUTH AND WEST LINES THEREOF OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT FROM ALL OF THE ABOVE THE RIGHT-OF-WAY FOR THE MOUNT VERNON-BIG LAKE COUNTY ROAD EAST DIVISION STREET. SURVEY AF#201304080065. RE-RECORD SURVEY AF#201307310063

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, WASHINGTON

Exhibit C

Legal Description and Depiction – Easement Area

UNOFFICIAL DOCUMENT

ACCESS RADIUS EASEMENT DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

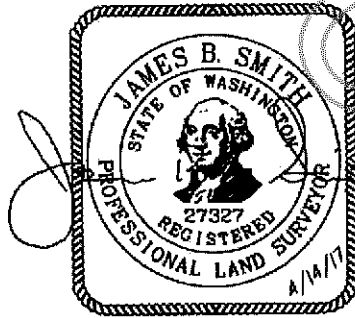
BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF EAST DIVISION STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THAT PARCEL HEREIN DESCRIBED IN EXHIBIT "A". SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT "X" OF THAT CERTAIN MOUNT VERNON SHORT PLAT NO. LU-13-047 RECORDED OCTOBER 14, 2013, UNDER AUDITOR'S FILE NO. 201310140058, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH $0^{\circ} 15' 39''$ EAST, ALONG THE LINE COMMON TO SAID PARCELS, FOR A DISTANCE OF 24.78 FEET TO THE CUSP OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH $89^{\circ} 44' 21''$ EAST;

THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ} 29' 45''$ FOR A DISTANCE OF 39.05 FEET TO THE NORTH MARGIN OF EAST DIVISION STREET;

THENCE NORTH $89^{\circ} 14' 06''$ WEST ALONG SAID NORTH MARGIN FOR A DISTANCE OF 24.78 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



HARMESEN & ASSOCIATES INC.
603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273
(360) 336-9199 - (888) 794-7811
WWW.HARMESENINC.COM

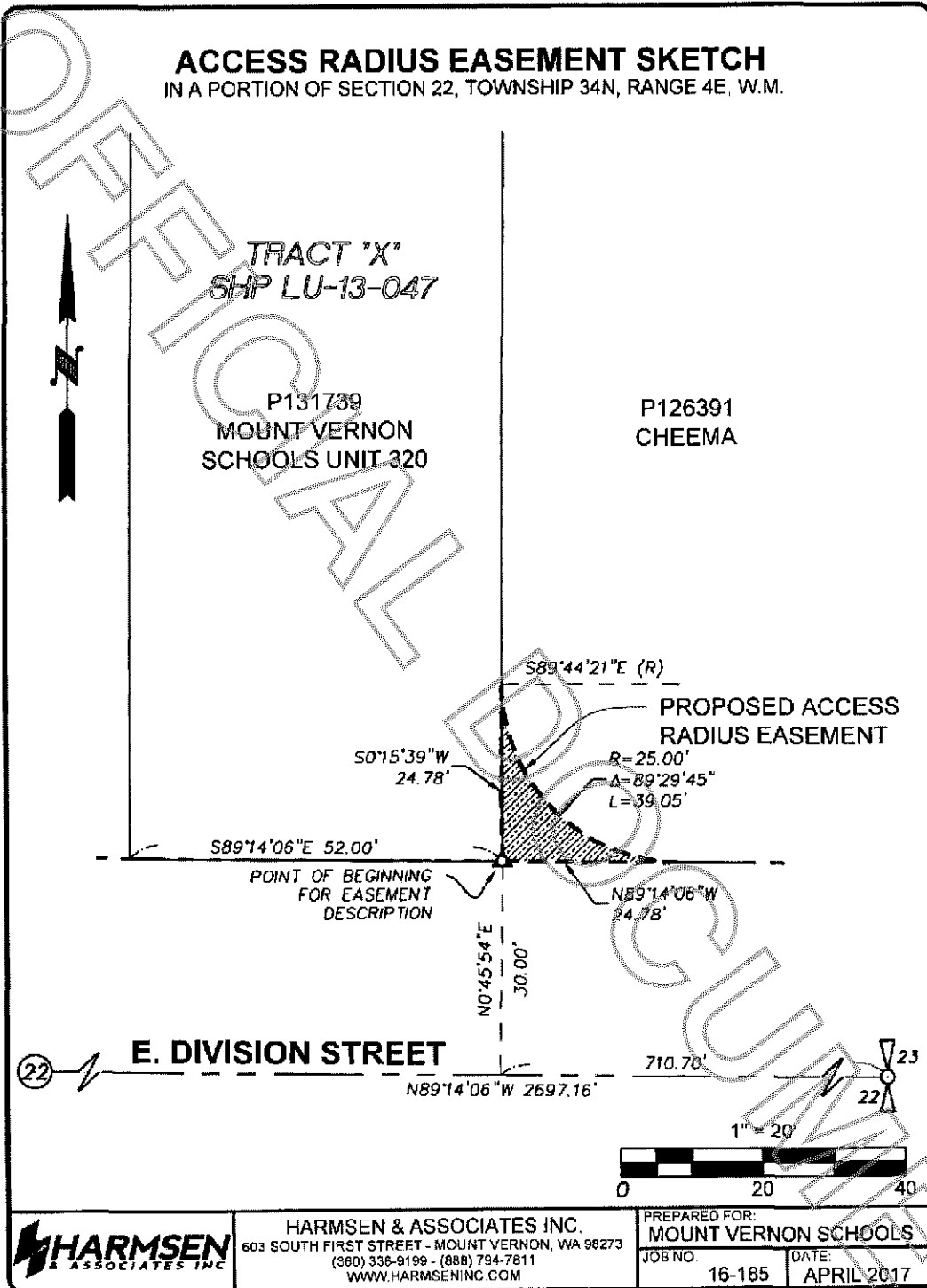
PREPARED FOR:
MOUNT VERNON SCHOOLS

JOB NO.
16-185

DATE:
APRIL 2017

UNOFFICIAL

ACCESS RADIUS EASEMENT SKETCH
 IN A PORTION OF SECTION 22, TOWNSHIP 34N, RANGE 4E, W.M.



HARMSSEN
 & ASSOCIATES INC.

HARMSSEN & ASSOCIATES INC.
 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273
 (360) 338-9199 - (888) 794-7811
 WWW.HARMSSENINC.COM

PREPARED FOR: MOUNT VERNON SCHOOLS	
JOB NO: 16-185	DATE: APRIL 2017

UNOFFICIAL

Exhibit D

Description and Depiction – Construction License Area

UNOFFICIAL DOCUMENT

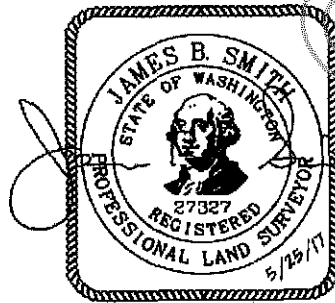
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF EAST DIVISION STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THAT PARCEL HEREIN DESCRIBED IN EXHIBIT "A". SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT "X" OF THAT CERTAIN MOUNT VERNON SHORT PLAT NO. LU-13-047 RECORDED OCTOBER 14, 2013, UNDER AUDITOR'S FILE NO. 201310140058, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 89°14'06" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN, FOR A DISTANCE OF 35.00 FEET;
 THENCE NORTH 0° 15' 39" EAST 20.00 FEET;
 THENCE NORTH 89° 14' 06" WEST 15.00 FEET;
 THENCE NORTH 0°15'39" EAST 613.41 FEET TO THE SOUTHERLY BOUNDARY OF LOT 3 OF SAID MOUNT VERNON SHORT PLAT NO. LU-13-047;
 THENCE NORTH 89°15' 06" WEST, ALONG SAID SOUTHERLY BOUNDARY, FOR A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF TRACT "X" OF SAID MOUNT VERNON SHORT PLAT NO. LU-13-047;
 THENCE SOUTH 0°15'39" WEST, ALONG THE EAST LINE OF SAID TRACT "X", FOR A DISTANCE OF 633.41 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

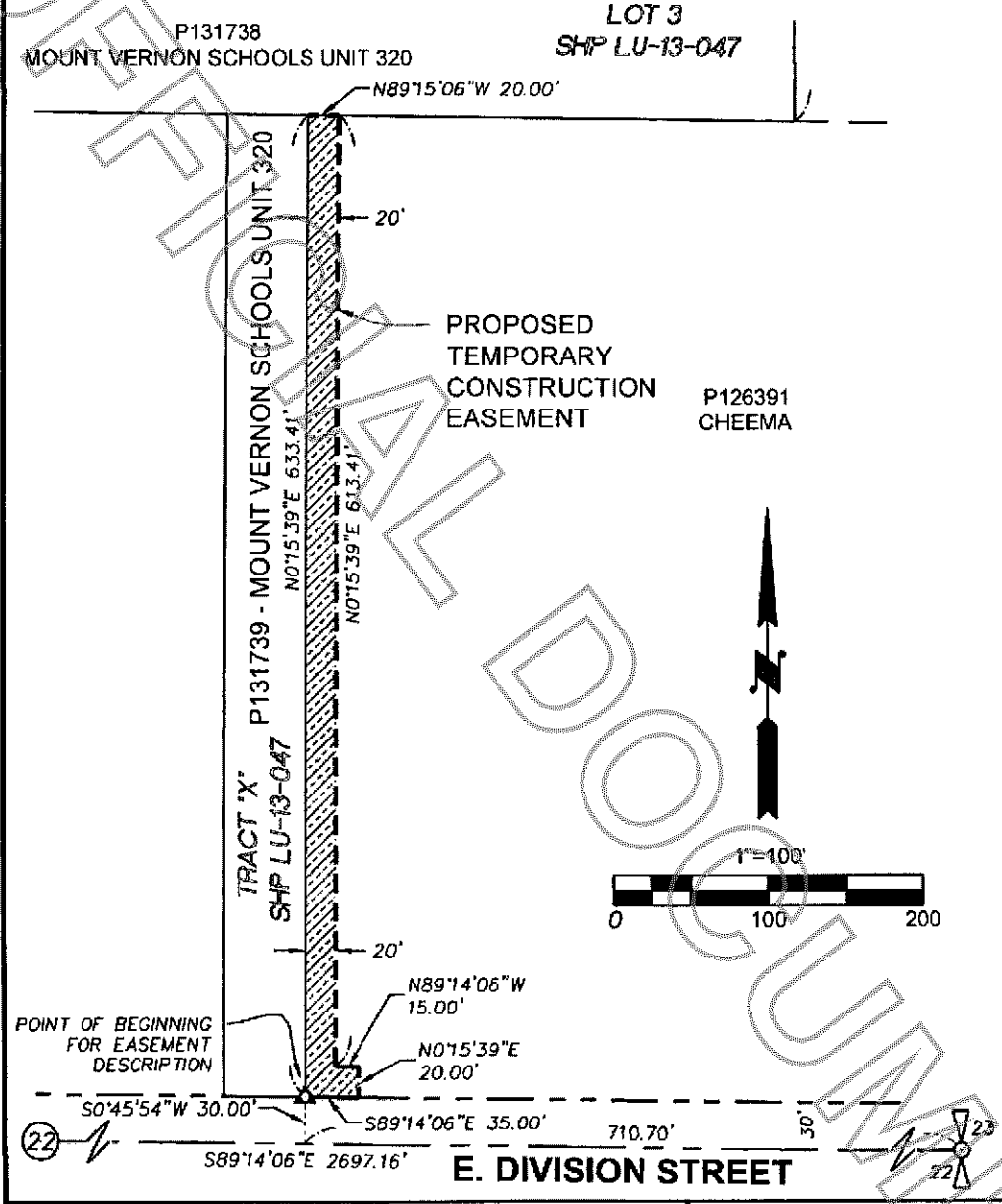


HARMSEN & ASSOCIATES INC.
 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273
 (360) 336-9189 - (888) 794-7811
 WWW.HARMSENINC.COM

PREPARED FOR: MOUNT VERNON SCHOOLS	
JOB NO. 16-185	DATE: MAY 2017

TEMPORARY CONSTRUCTION EASEMENT SKETCH

IN A PORTION OF SECTION 22, TOWNSHIP 34N, RANGE 4E, W.M.



	HARMSSEN & ASSOCIATES INC. 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273 (360) 336-9199 - (888) 794-7811 WWW.HARMSSENING.COM	PREPARED FOR: MOUNT VERNON SCHOOLS
	JOB NO. 16-185	DATE: MAY 2017