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Skagit County Auditor

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6/14/2017 Page

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1:38PM

**COVER SHEET FOR RECORDING DOCUMENTS**

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

**DOCUMENT:** First Amendment to PSA

**GRANTEE:** City of Mount Vernon

**GRANTORS:** William S. Thomas and Nancy Thomas

**ABBREVIATED LEGAL DESCRIPTION:** JOHNSON ADD TO MT. VERNON VAC 30FT  
STRIP S OF & LT 37 DK 17

**AUDITOR'S FILES NO.**

**COMPLETE LEGAL DESCRIPTION ON PAGE:**

**ASSESSOR'S PARCEL/TAX ID NUMBER:** P53313

**After recording, return to:**

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

**FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT BETWEEN CITY OF MOUNT VERNON AND WILLIAM S THOMAS**

THIS AMENDMENT, entered into this 9th day of May, 2017, by and between the CITY OF MOUNT VERNON, Washington, a municipal corporation (hereinafter referred to as the "City") and WILLIAM THOMAS, whose address is 2130 E. Parkway, Mount Vernon, WA 98273, hereinafter to as the "Grantor."

WITNESSETH:

WHEREAS, the City desires to engage the Grantor to define the placement of a newly constructed fence, as well as the style of said fence construction; and

WHEREAS, the City and Grantor has entered into an agreement dated May 8th 2017, attached hereto, to perform certain work as defined in the agreement regarding the relocation and subsequent transfer of ownership of a newly constructed fence; and

WHEREAS, the location and style of the fence needs to be redefined due to obstructions on the originally agreed upon construction site, and

WHEREAS the parties hereto wish to amend the Agreement by defining the location and style of fence construction.

NOW, THEREFORE, the parties hereby amend said Agreement, as follows:

1. Paragraph 1, **Purpose.**, is hereby amended to read as follows:

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 City right of way in exchange for Grantor's promise for all future maintenance, repair, and future replacement of the fence.

2. Paragraph 3, **Construction.**, is hereby amended to read as follows:

City shall remove any existing fence and material on the City right of way abutting the south and east 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 and east ends of Grantor's Property abutting the City right of way when commercially feasible and not resulting in removal or extraction of mature trees or a foot or less in proximity of Grantor's Property on City Right of Way when not commercially feasible 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, and ii) 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. Any fence located upon City Right of Way shall be removed by Grantor upon written notice of the City.

3. All other terms and conditions of the original Agreement remain the same.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first written above.

**CITY OF MOUNT VERNON**

**WILLIAM S. THOMAS**

By

  
\_\_\_\_\_  
Mayor Jill Boudreau

By


  
\_\_\_\_\_  
2130 E. Parkway Dr, Mount Vernon, WA 98273

Countersigned:

  
\_\_\_\_\_  
Doug Volesky, Finance Director

Nancy A. Thomas  


Approved as to form:

  
\_\_\_\_\_  
Kevin Rogerson, City Attorney

This covenant notification shall be binding to all future landowners, their heirs, successors or assigns to the Property and shall run with the land. This covenant shall not be removed from the record title without consent of the City of Mount Vernon.

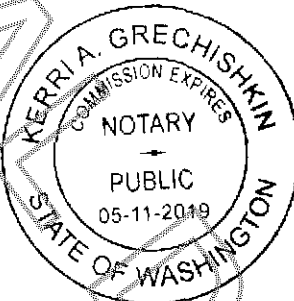
STATE OF Washington }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that William Thomas 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 this instrument.

DATED this 11<sup>th</sup> day of May, 2017.

(SEAL)

Keri A. Grechishkin  
Notary Public  
Residing at Mount Vernon  
My appointment expires 5/11/19



STATE OF WA }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Nancy Thomas 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 this instrument.

DATED this 11<sup>th</sup> day of May, 2017.

(SEAL)

Keri A. Grechishkin  
Notary Public  
Residing at Mount Vernon  
My appointment expires 5/11/19

