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Skagit County Auditor

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11/6/2017 Page

1 of

5 2:47PM

COVER SHEET FOR RECORDING DOCUMENTS

Return to: Peter Donovan
City of Mount Vernon
P.O. Box 809
Mount Vernon, WA 98273

DOCUMENT: License Agreement and Covenant

GRANTEE: City of Mount Vernon

GRANTORS: Thomas & Penelope Worrell

ABBREVIATED LEGAL DESCRIPTION: DK 17: Lot 36

AUDITOR'S FILES NO.

COMPLETE LEGAL DESCRIPTION ON PAGE: 4

ASSESSOR'S PARCEL/TAX ID NUMBER: P53312

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 **Thomas & Penelope Worrell** ("Grantor"), the owner(s) of the certain real property (**P53312**) 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 a portion of the existing fence located on City right of way abutting the South East 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 July 1st, 2017 and ending September 30th, 2017 (the "License Period").
- 3. Construction.** City shall remove a portion of the existing fence and material on the City right of way abutting the 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 East 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.

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 Thomas Worrell 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 23rd day of June, 2017

(SEAL)

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



STATE OF Washington
COUNTY OF Skagit ss.

I certify that I know or have satisfactory evidence that Penelope Worrell 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 23rd day of June, 2017

(SEAL)

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



UNOFFICIAL DOCUMENT

Exhibit A

Description of Grantor's Property

DK 17: LOT 36, JOHNSON ADD TO MT VERNON LOT, RECORDED IN VOLUME 7 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON.