



**201904230133**

04/23/2019 02:33 PM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

After Recording Return to:  
City of Mount Vernon  
910 Cleveland Ave.  
Mount Vernon, WA 98273

Document Title:	Easement for Stormwater Facilities
Grantor(s):	Skagit Valley Family YMCA, Inc
Grantee:	City of Mount Vernon, a Municipal Corporation
Abbreviated Legal Description:	Lot 1 Salem Short Plat PL12-018, Located in a Ptn. of SE ¼ of the SE ¼, Section 8, Twp. 34 North, Range 04E
Full Legal Description:	Full legal description of subject property and utility easement are legally described in Exhibit "A" Legal Description, Exhibit "B" Easement Area, and Exhibit "C" Easement Map attached and incorporated by reference
Assessor's Tax Parcel No:	P116052

### EASEMENT FOR STORMWATER FACILITIES

**THIS EASEMENT** is between Skagit Valley Family YMCA, non-profit corporation hereafter referred to as Grantor and the City of Mount Vernon, WA a political subdivision of the State of Washington hereinafter referred to as the Grantee (collectively the parties) for the purpose of establishing a, non-revocable perpetual easement over, under and across certain stormwater facilities.

#### RECITALS

- A. Grantor is the owner of that certain real property (the Property) situated in the City of Mount Vernon, Skagit County, State of Washington legally described on **Exhibit A** attached hereto and incorporated herein by this reference.
- B. Grantor is currently or has recently engaged in certain development activities on the Property to construct an approximately 62,000-square-foot YMCA facility on Hoag Road known as the new Skagit Valley YMCA requiring one or more permits or approvals from the Grantee.
- C. A stormwater treatment facility and related facilities ("facilities") are located north of the new Skagit Valley YMCA and may at times serve the new Skagit Valley YMCA and also public improvements.
- D. This instrument sets forth the terms and conditions which the Grantor shall grant the Grantee an easement and rights to the facilities over the subject property.

**NOW, THEREFORE**, for and in consideration of the mutual benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee, its successors, heirs, and assigns, a permanent easement in, over, on, under, across and through a portion of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Except as may be otherwise set forth herein Grantee's Easement and all rights thereto shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

1. **Purpose and Scope of Easement.** The easement is granted for the purpose of accessing, repairing, replacing, operating and maintaining storm sewer lines, pond and other appurtenances related to the facilities. Grantee may construct, or cause to be constructed, maintain, replace, reconstruct, and remove stormwater facilities, with all appurtenances incident thereto or necessary therewith, in and across the said Easement Area and the right of ingress and egress over, and under and across the described Easement Area at any and all times for the purposes of doing anything necessary or useful or convenient for the enjoyment of the easement hereby granted; and the right of conveyance of said easement and privileges.
2. **Obstructions.** Grantee may from time to time need to remove and dispose of vegetation, trees, or other obstructions within the Easement Area in order to carry out the purposes of the Easement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Grantor's Use of Easement Area.** Grantor, their heirs and assigns, reserve the right and privilege to use the above described land of the Grantor, at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privilege therein granted. Grantor, their heirs and assigns shall refrain from construction or placing any buildings or improvements or fencing upon the above-described premises unless written permission is granted. Grantee shall under no circumstances be held responsible for the restoration of any buildings or improvements upon the above-described premises, if said improvements are in any way disturbed during the exercise of the above-described easement privileges. Grantee shall restore fencing or other barriers erected to restrict access to the easement area to authorized persons if damaged by Grantee.
4. **Grantor's conveyance of stormwater improvements.** To the extent Grantor has ownership to any stormwater facilities, stormwater improvements or the facilities as defined herein located in the Easement Area, Grantor conveys all rights to such improvements to the Grantee. This shall not include any stormwater facilities serving the new Skagit Valley YMCA existing outside the Easement Area or which do not function or serve public improvements.
4. **Hold harmless.** Grantor shall forever hold harmless, defend, and indemnify the Grantee from any loss, damage, injury or death arising from any act or omission of Grantor, its invitees, licensees, employees or agents resulting from or arising out of this Agreement.
5. **Grantor's Representations.** Notwithstanding the Easement granted herein is without warranty, Grantor represents that they are the current owner in fee title to the Property, and that Grantor has full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantor.
6. **Successors.** This instrument shall bind the parties' successors and assigns, and whoever has possession of the stormwater easement area, or uses the easement, in whole or in part, without regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.
7. **Governing Law.** This instrument shall be governed by and construed in accordance with the laws of the State of Washington.
8. **Venue.** The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

By its signature(s) set forth herein below, Grantee hereby accepts the foregoing grant of this Easement subject to the terms and conditions herein contained.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

EASEMENT  
APR 23 2019

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

**SIGNED AND APPROVED** this 8<sup>th</sup> day of April, 2019

**OWNER**



Signature of Property Owner

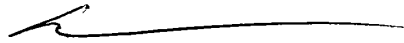
DEAN SNIDER - CEO

**CITY OF MOUNT VERNON**



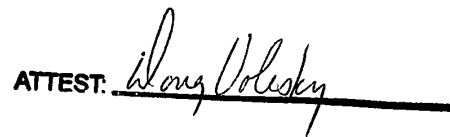
Signature of Development Services Director or  
Designee

Approved as to form:



City Attorney

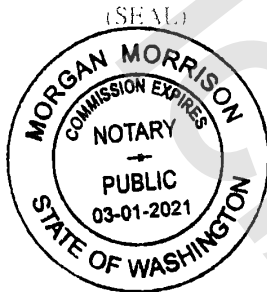
ATTEST:



STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Dean Snider 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 CEO to be the free and voluntary act and deed of said CEO, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day April of, 2019.



Morgan Morrison  
Notary Public  
Residing at Skagit  
My appointment expires 3-1-2021

**EXHIBIT A**

## Legal Description of Grantor's Property

Lot 1, Short Plat No PL12-018, "Salem Short Plat", approved May 29, 2012, recorded June 5, 2012, under Skagit County Auditor's File No. 201206050038, being a portion of Lot 1, Short Plat No. MV-8-94, approved July 1, 1997 all being a portion of Government Lot 7, Section 8, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B**

Legal Description and Map of Easement Area

**EXHIBIT B**

A non-exclusive easement for Storm Drainage Access and Maintenance over and across the following described property:

A PORTION OF GOVERNMENT LOT 8 IN SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SHORT PLAT RECORDED UNDER AUDITOR FILE NUMBER 201206050038 AND APPROVED MAY 29, 2012 AND RECORDED JUNE 5, 2012; THENCE SOUTH 32°45'19" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 103.68 FEET; THENCE SOUTH 87°57'50" EAST 76.99 FEET TO AN ANGLE POINT IN A SEWER EASEMENT AS SHOWN ON SAID SHORT PLAT; THENCE NORTH 73°24'26" EAST ALONG SAID SOUTH WEST CORNER OF SEWER EASEMENT 186.32 FEET TO THE WEST LINE OF A 60.00 ACCESS AND UTILITY EASEMENT AS SHOWN ON SAID SHORT PLAT; THENCE NORTH 2°02'10" EAST ALONG SAID WEST END OF EASEMENT 29.62 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 87°57'50" WEST ALONG SAID NORTH LINE A DISTANCE OF 200.58 FEET TO THE BEGINNING OF THIS DESCRIPTION.

ALL SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.



