



201904230135

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:	Perpetual Public Trail Easement
Grantor(s):	Skagit Valley Family YMCA
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 trail easement are legally described in Exhibit "A" and Exhibit "B" attached and incorporated by reference
Assessor's Tax Parcel No:	P116052

PERPETUAL PUBLIC TRAIL EASEMENT

THIS PUBLIC TRAIL EASEMENT is between Skagit Valley Family YMCA 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-exclusive perpetual public trail easement.

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. The perpetual public trail easement is described and shown in **Exhibit B** attached hereto (the Trail Easement Area) and incorporated herein by this reference.
- C. By granting the public trail easement the Grantor satisfies a mitigation condition through the State Environmental Policy Act (SEPA) process to allow development of the Property to proceed.
- D. The easement described in this document shall be for a perpetual public, recreational trail and for the purpose of installing, repairing, maintaining, and replacing the recreational trail for public use.

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, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve unto itself, and establish the following easements for the benefit of Grantee:

PERPETUAL TRAIL EASEMENT

This easement is granted to and conditioned upon the following terms, conditions and covenants:

1. The Grantor grants over, across, and under portions of the Property legally described in **Exhibit A**, the perpetual right to create and maintain a trail in the Trail Easement Area legally described in **Exhibit B** including the right to enter the Trail Easement Area at any time to construct, install, maintain, and repair the trail.
2. The easement shall exist for the benefit of Grantor's public trail system and burdens Grantor's property. The perpetual trail easement may be used by the Grantee, and its successors and assigns, to locate, construct, operate, repair, maintain, improve, remove, and enlarge a public trail, which may include but is not limited to, gravel and paved pathways, landscaping, plantings, fencing, and any and all associated facilities or appurtenances necessary to the foregoing. The public shall have the right to use the trail easement for recreational purposes. Motorized use of the trail easement shall be prohibited, except when such use is in conjunction with trail construction or maintenance, or in the cases requiring emergency evacuation of persons requiring assistance or may be allowed pursuant to the City's establishing policies for the use of motorized devices or if needed to accommodate persons pursuant to law including for physically disabled persons.

3. Easement Runs with the Land- Duration. The Easement is granted in perpetuity. The easement granted herein, the restrictions established herein, and the covenants on the part of the parties, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees.
4. Rights Conveyed include but are not limited to the following rights:
 - A. To make minor topographical changes to the Trail Easement Area within the easement corridor for the necessity and convenience of constructing and maintaining a trail.
 - B. To establish and maintain appropriate signage within the easement corridor marking the trail and providing directions or other appropriate information in connection with the trail.
 - C. To enter upon the subject trail easement for all reasonable and necessary construction, maintenance and repair of the trail and easement corridor.
 - D. To manage vegetation within the easement corridor through selective planting and/or removal of trees, shrubs, grasses or exotic or noxious plant species in order to maintain and enhance the scenic, natural, ecological and open space values of the easement corridor.
 - E. To assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in or under the easements conveyed, granted and reserved herein. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.
5. Grantor may use the surface of the Trail Easement Area corridor provided such use does not interfere with Grantee's rights contained in this easement. Prohibited uses shall consist of, but are not limited to, permanent structures, buildings, fences, or any excavation or alteration of the path and earth slope. Grantor shall not permit any other utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the Property.
6. Hold harmless. Grantor shall forever hold harmless Grantee from any loss, damage, injury or death arising from any act or omission of Grantee, its invitees, licensees, employees or agents caused to person or property of Grantor or its employees arising from use of the Trail Easement Area pursuant to this Agreement.
7. 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.
8. Successors. This instrument shall bind the parties' successors and assigns, and whoever has possession of the public trail easement, 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.
9. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington.
10. Venue. The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
APR 23 2019

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

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

SIGNED AND APPROVED this 1st day of February, 2019

OWNER



Signature of Property Owner

OWNER




Signature of Property Owner

CITY OF MOUNT VERNON

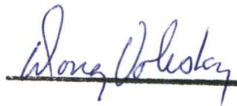


Signature of Development Services Director or Designee

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 _____ to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day February of, 2019.



Jessica M. Massingale
Notary Public
Residing at Mt. Vernon, WA 98273
My appointment expires Jan 1, 2023

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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

Given under my hand and official seal this _____ day February of, 2019.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

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 Trail Area

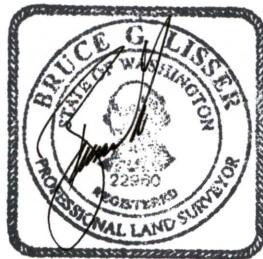
A path easement over, under and across a portion of Lot 1, City of Mount Vernon Short Plat No. PL-12-018 approved May 29, 2012 and recorded June 5, 2012 under Skagit County Auditor's File No. 201206050038, being a portion of Government Lot 8, Section 8, Township 34 North, Range 4 East, W.M., said easement being of varying widths on each side of the following described centerline:

BEGINNING at the Southwest corner of said Lot 1, City of Mount Vernon Short Plat No. PL-12-018;
 thence South $87^{\circ}57'50''$ East along the South line of said Lot 1 for a distance of 200.11 feet to the TRUE POINT OF BEGINNING of said centerline from which point the Westerly margin of said path easement is 30.00 feet left of said centerline and the Easterly margin of said path easement is 5.00 feet right of said centerline;
 thence North $2^{\circ}02'10''$ East for a distance of 18.13 feet, at which point the Westerly margin of said path easement tapers to a point which is 5.00 feet left of said centerline and the Easterly margin of said path easement is 5.00 feet right of said centerline;
 thence continue North $2^{\circ}02'10''$ East with the margins of said path easement being maintained at 5.00 feet left and 5.00 feet right of said centerline, for a distance of 12.72 feet;
 thence North $23^{\circ}53'28''$ East for a distance of 70.77 feet to a point of curvature;
 thence along the arc of said curve to the left, concave to the West, having a radius of 70.00 feet, through a central angle of $44^{\circ}04'53''$, an arc distance of 53.86 feet, to a point of tangency;
 thence North $20^{\circ}11'25''$ West for a distance of 21.43 feet;
 thence North $22^{\circ}36'04''$ East for a distance of 37.72 feet to a point on a curve;
 thence along the arc of said curve to the left, concave to the Northwest, having an initial tangent bearing of North $67^{\circ}24'18''$ East a radius of 70.00 feet, through a central angle of $33^{\circ}25'26''$, an arc distance of 40.83 feet to a point of tangency;
 thence North $33^{\circ}58'52''$ East for a distance of 23.89 feet;
 thence North $1^{\circ}48'31''$ East for a distance of 29.40 feet;
 thence North $39^{\circ}39'32''$ West for a distance of 96.95 feet, more or less, to the Westerly line of said Lot 1 at a point bearing South $32^{\circ}45'19''$ West a distance of 66.50 feet from the Northwest corner of said Lot 1 and also being the terminus of said centerline.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record

Situate in the City of Mount Vernon, County of Skagit, State of Washington

Sidelines of said easement are to be shortened or lengthened as necessary to conform with property boundary lines.



1-9-19

20' RIGHT OF WAY
TO DIKING DIST. NO. 20
PER SP MV-8-44

N

LINE TABLE

NUM	BEARING	DISTANCE
L1	S87°57'50"E	200.11'
L2	N2°02'10"E	18.13'
L3	N2°02'10"E	12.72'
L4	N23°53'28"E	10.77'
L5	N20°11'25"W	21.43'
L6	N22°36'04"E	31.72'
L7	N33°58'52"E	23.84'
L8	N1°48'31"E	24.40'
L9	N39°39'32"W	46.95'
L10	N32°45'19"E	66.50'

CURVE TABLE

NUM	DELTA	ARC	RADIUS
C1	44°04'53"	53.86'	70.00'
C2	33°25'26"	40.83'	70.00'

BRUCE G. LISSER
STATE OF WASHINGTON
PROFESSIONAL LAND SURVEYOR
22960
1-9-19

HOAG ROAD

"TED REEP TRAIL"
PATH EASEMENT EXHIBIT MAP
LOT 1, MOUNT VERNON SHORT PLAT PL-12-018
SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

LISSER & ASSOCIATES, PLLC
SURVEYING & LAND USE CONSULTATION
320 MILWAUKEE STREET MOUNT VERNON, WA 98273
360-419-7442

JAN. 9, 2019
JOB NO.: 17-121

SCALE 1"=60'
MERIDIAN: ASSUMED

LISSE & ASSOCIATES, PLLC
SURVEYING & LAND USE CONSULTATION
320 MILWAUKEE STREET MOUNT VERNON, WA 98273
360-419-7442

JAN. 9, 2019
JOB NO.: 17-123