



**201908270085**

08/27/2019 03:31 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

**Return to:** City of Mount Vernon  
910 Cleveland Ave.  
Mount Vernon, Washington 98273

**DOCUMENT TITLE:** Assignment of Access Easement Agreement

**GRANTOR:** Skagit Highlands Homeowner's Association

**GRANTEE/ASSIGNEE:** City of Mount Vernon

**ABBREVIATED LEGAL DESCRIPTION:** Sec. 22, Twp. 34N, Rge 04E

**COMPLETE LEGAL DESCRIPTION:** found in Exhibit A-1 of an Agreement recorded  
under A.F. #: 201711220009

**ASSESSOR'S PARCEL/TAX ID NUMBER:** P124992

After recording return to:

City of Mount Vernon  
910 Cleveland Ave.  
Mount Vernon, WA 98273

### ASSIGNMENT OF ACCESS EASEMENT AGREEMENT

**GRANTOR:** SKAGIT HIGHLANDS HOMEOWNER'S ASSOCIATION  
**ASSIGNOR:** MOUNT VERNON SCHOOL DISTRICT NO. 320  
**ASSIGNEE:** CITY OF MOUNT VERNON

**LEGAL DESCRIPTION-ABBREVIATED:** Section 22, Township 34, Range 4 E.

**TAX PARCEL ID#:** P124992  
**REFERENCE NOS. OF DOCS SIGNED/REL.:** 201711220009

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
**EASEMENT**  
**AUG 27 2019**

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

### ASSIGNMENT OF ACCESS EASEMENT AGREEMENT

**THIS ASSIGNMENT OF ACCESS EASEMENT AGREEMENT** (the "Assignment"), is made and effective this 2 day of MARCH, 2018, between the SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION, Washington non-profit corporation ("Owner" or "Grantor"), the MOUNT VERNON SCHOOL DISTRICT ("Assignor"), a Washington municipal corporation, and the CITY OF MOUNT VERNON, a Washington municipal corporation ("Assignee")

#### I. RECITALS

**WHEREAS**, the Owner granted to the Assignor an Access Easement Agreement recorded with the Skagit County Auditor under Auditor's File Number 201711220009 ("Agreement"), and is the owner of land and real property commonly described with the property ID number P124992, and is described in Exhibit A-1 of the Agreement, and incorporated by reference herein;

**WHEREAS**, the Agreement was necessary for the Assignor to access its stormwater detention pond and related facilities located on the Assignor's Property that serves the E. Division Street stormwater management and treatment facilities (the "Improvements");

**WHEREAS**, the Assignor and the Assignee have agreed that the Assignor shall maintain the Improvements consistent with the requirements of the applicable Washington State Department of Ecology Stormwater Manual adopted by the City of Mount Vernon for one year or

ASSIGNMENT OF ACCESS EASEMENT AGREEMENT

until accepted by the City of Mount Vernon, whichever occurs later ("Assignor's Maintenance Period");

**WHEREAS**, the Assignor and Assignee have agreed that at the end of Assignor's Maintenance Period, the Assignor shall transfer to the Assignee and the Assignee has agreed to accept the obligation and duty to maintain the Improvements consistent with the requirements of the applicable Washington State Department of Ecology Stormwater Manual adopted by the City of Mount Vernon;

**WHEREAS**, Grantor has agreed to approve the Assignment herein, provided that the Assignee accepts all conditions and terms of the Agreement as if it were the Grantee and accepts the obligation to maintain the Easement Area set forth in the Agreement.

## II. TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the receipt of which is acknowledged, the parties agree as follows:

1. **Assignment of Agreement.** Assignor hereby assigns to Assignee all right, title and interest that it has in, by and under the Agreement. Assignee hereby agrees to assume Assignor's interest in the Agreement. Assignor hereby waives any and all claims against Assignee for any right or benefit accruing under the Agreement. Grantor and Assignee waive any claim against the Assignor in relation to the Agreement and agree that the Assignor has no further obligation under the Agreement. This Assignment shall be effective at the end of the Assignor's Maintenance Period and shall remain effective as to the Grantor and Assignee in perpetuity. Assignee accepts all conditions and terms of the Agreement as if it were the Grantee under the Agreement and agrees to maintain the Easement Area set forth in the Agreement.
2. **Grantor Approval.** Grantor approves of the Assignment in this Agreement based upon the Assignee's commitments and agreements to the Grantor herein, including without limitation, Assignee's agreement to assume Assignor's obligations and responsibilities under the Agreement.
3. **Further Acts.** Assignor shall cooperate fully with Assignee in effectuating this Assignment. Assignor shall undertake any further acts necessary to effectuate the assignment of the Agreement.
4. **Binding Effect.** This Assignment and all rights granted, created and made assigned hereto shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns and constitutes a covenant that shall run with the land with respect to the interests of the parties hereto and their heirs, successors and assigns.
5. **Headings.** The headings in this Assignment are for convenience only and do not in any way limit or affect the terms and provisions hereof.
6. **Applicable Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.
7. **Attorneys' Fees.** If any lawsuit arises in connection with the performance of this Assignment, or the Agreement, the substantially prevailing party therein shall be awarded and recover from the other party the substantially prevailing party's costs and expenses, including reasonable attorneys'

fees, incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.

**8. Survivability.** All covenants, warranties, and promises (and the performance thereof) which are not fully performed as of the date of termination shall survive termination as binding obligations.

**9. Entire Agreement.** This Assignment and the Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, amended, assigned or otherwise changed in any manner except by written instrument executed by both parties hereto. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the day and year first above written.

ASSIGNEE:

ASSIGNOR:

CITY OF MOUNT VERNON

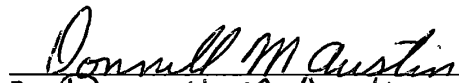
MOUNT VERNON SCHOOL DISTRICT

  
JILL BOUDREAU, MAYOR

  
DR. CARL BRUNER, SUPERINTENDENT

GRANTOR

SKAGIT HIGHLANDS HOMEOWNER'S ASSOCIATION

  
By: Donnell M Austin  
Its: President Skagit Highlands HOA

APPROVED AS TO FORM

  
MOUNT VERNON CITY ATTORNEY

ATTEST: 

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

On this day personally appeared before me JILL BOUDREAU, MAYOR of the CITY OF MOUNT VERNON, known to me to be the person who executed the within and foregoing instrument on behalf of the CITY OF MOUNT VERNON and acknowledged that she executed the same for the purposes therein stated.

GIVEN under my hand and official seal this 26<sup>th</sup> day of March, 2019.

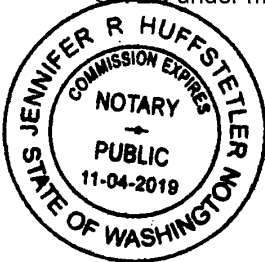


Kerri A. Grechishkin  
 Print Name: Kerri A. Grechishkin  
 NOTARY PUBLIC in and for the  
 State of Washington, residing at Mount Vernon

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

On this day personally appeared before me DR. CARL BRUNER, SUPERINTENDENT of the MOUNT VERNON SCHOOL DISTRICT, known to me to be the person who executed the within and foregoing instrument on behalf of the MOUNT VERNON SCHOOL DISTRICT and acknowledged that he executed the same for the purposes therein stated.

GIVEN under my hand and official seal this 26<sup>th</sup> day of February, 2019.



Jennifer R. Huffstetler  
 Print Name: Jennifer Huffstetler  
 NOTARY PUBLIC in and for the  
 State of Washington, residing at Skagit County

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Donnell Austin, of the SKAGIT HIGHLANDS HOMEOWNER'S ASSOCIATION, known to me to be the person who executed the within and foregoing instrument on behalf of the SKAGIT HIGHLANDS HOMEOWNER'S ASSOCIATION and acknowledged that he/she executed the same for the purposes therein stated.

GIVEN under my hand and official seal this 28<sup>th</sup> day of February, <sup>2019</sup> ~~2018~~ *sfh*

Stephanie Holmberg  
Print Name: Stephanie Holmberg  
NOTARY PUBLIC in and for the  
State of Washington, residing at Mount Vernon, WA

