



202003260042

03/26/2020 10:49 AM Pages: 1 of 11 Fees: \$163.50
Skagit County Auditor

Document Title: RIGHT OF WAY EASEMENT

Reference Number:

Grantor(s): ☐ additional grantor names on page ____

1. SKAGIT COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

2.

Grantee(s): ☐ additional grantee names on page ____

1. CITY OF MOUNT VERNON, A WASHINGTON MUNICIPAL CORPORATION

2.

Abbreviated legal description: ☒ full legal on page(s) LOF 10

Lot 2 BL 3 Riverside to Mt Vernon

Assessor Parcel / Tax ID Number: ☒ additional tax parcel number(s) on page LOF 10

P 54148

I, CHRIS PHILLIPS, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$103.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

26 MAR 2020

After recording return to:
City Finance Director
City of Mount Vernon
910 Cleveland Avenue, WA 98273

Document Title: Right of Way Easement

Grantor: Skagit County, a political subdivision of the State of Washington.

Grantee: City of Mount Vernon, a Washington municipal corporation.

Abbreviated Legal Description: A right-of way easement location on portions of: RIVERSIDE TO MT VERNON LOT 2 BLK 3 DK 3; and RIVERSIDE TO MT VERNON LOT 3 BLK 3 DK 3; and RIVERSIDE TO MT VERNON LTS 4 & 5 BLK 3 DK 3. Situate in Skagit County, State of Washington. Complete legal description is found at Exhibit A.

Assessor's Property Tax Parcel or Account Numbers: P54148 (XrefID: 3755-003-002-0003)
P54149 (XrefID: 3755-003-002-0003)
P54150 (XrefID: 3755-003-005-0000)

Reference Numbers of Documents Assigned or Released: N/A

CITY OF MOUNT VERNON
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Skagit County, a Political subdivision of the State of Washington, , hereinafter referred to as the "**Grantor**", for and in consideration of the sum of Five Thousand Seven Hundred and Thirty Five Dollars and seventy hundredths (\$5,735.70) and other valuable consideration (including, but not limited to, the terms of an interlocal agreement executed by and between the parties, Skagit County Contract # C20200098), received to the Grantor's satisfaction from the City of Mount Vernon, a municipal corporation, hereinafter referred to as the "**Grantee**," does hereby grant and convey unto said Grantee, Grantee's successors and assigns forever, a perpetual non-exclusive easement for right(s)-of-way and for utility purposes that real property within which it is described and depicted in Exhibit A ("**Easement Area**"), attached hereto and incorporated by reference. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

Grantee shall have the right to regulate and use the Easement Area conveyed only as and for right(s) of way and for related utility purposes. Subject to the terms of this Agreement, such use shall include the following: (1) the right of ingress and egress through and along said Easement Area; (2) within the Easement Area, the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, traffic surfaces, rights of way, and any other appurtenances or related elements, including, but not limited to, signs, curbs, gutters, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

{02962041 - 1}

MAR 25 2020

Amount Paid \$ ✓
By Skagit Co. Treasurer
Deputy

SKAGIT COUNTY
Contract # C20200118
Page 1 of 10

transmission and reception, together with fencing and gates when the same are reasonably deemed by the Grantee to be necessary to protect Grantee's facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights of way that are located in the Easement Area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the Easement Area, but shall not require or compel the Grantor to make or provide for any replacement vegetation, buffer, setback, and/or landscaping on Grantor's property. The above described Easement Area burdens a portion of the Grantor's property commonly identified as Skagit County Auditor's Parcel Numbers: P54148, P54149, and P54150, as described and depicted at Exhibit A, attached hereto and incorporated by reference. Grantor provides the Easement Area to the Grantee in accordance with and subject to the terms of this easement Agreement "as is", without any representations or warranties of any kind (express or implied).

Grantor further grants to Grantee the right of access to the Easement Area to perform any acts and things which may be reasonably necessary, proper or incidental to the inspection, construction, laying, relaying, replacing, repairing, cleaning, maintaining, and operating the roadway improvements, sidewalks, traffic signal equipment, utilities and appurtenances in or upon said Easement Area. Grantee, at Grantee's expense and liability, shall perform all required maintenance, repairs, and replacements of such facilities within the Easement Area, and shall not unreasonably interfere with the use or occupancy of Grantor's property during the exercise of such rights. Grantee shall defend, indemnify and hold Grantor harmless from any and all claims, demands, judgments, injuries, and/or damages suffered by any person or property arising from and/or related to Grantee's negligent use and/or occupancy of the Easement Area, and/or in connection with the exercise of such rights by Grantee. Grantor shall not be required to make or financially contribute towards any facilities and/or improvements within the Easement Area and/or the Grantor's Property, and the Grantee shall be solely and separately liable and responsible for any and all such costs and expenses.

Grantor shall have the right to fully use and enjoy Grantor's property, except for the purposes granted to Grantee, and provided Grantor shall not construct nor permit to be constructed any house, structures or obstructions within the Easement Area that will unreasonably interfere with the access, inspection, construction, maintenance or operation of such roadway improvements, sidewalks, traffic signal equipment, utilities and appurtenances constructed hereunder, provided that in no event shall the construction by Grantor (or any tenants or occupants of Grantor's property) of any item for which Grantee has granted approval thereto shall be deemed a violation by Grantor of the restriction contained herein. Grantee's easement rights shall not include rights to perform any act, that results in the loss of any parking spaces at Grantor's property (for use by Grantor, at the Grantor's sole discretion) as presently exist as of the date of recording of this Agreement, nor shall this conveyance result in the loss of such parking .

This grant is made on the express condition that said City of Mount Vernon shall, after the exercise of the rights granted herein with respect to said roadway improvements, sidewalks, traffic signal equipment, utilities or appurtenances and all subsequent alterations or repairs thereunto, restore any property belonging to Grantor, except buildings or other structures prohibited to be constructed in the Easement Area as set forth above, to its original condition, and shall reasonably compensate Grantor for any property damaged or destroyed, except buildings or other structures prohibited to be constructed in the Easement Area as set forth above, which cannot be restored to its original

condition, as a result of or in consequence of said construction, maintenance and repair of roadway improvements, sidewalks, traffic signal equipment and appurtenances.

This Agreement, and the rights and obligations hereunder, are intended to and shall be run with the land, and shall benefit and bind the parties hereto and their respective successors and assigns. This Agreement shall be recorded with the Skagit County Auditor, and shall become effective upon recording. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for this Agreement shall be Skagit County Superior Court. (*signature pages follow*)

Grantee: City of Mount Vernon, a Washington municipal corporation.

BY: 

Printed Name: Jill Boudreau

Title: Mayor

DATED this 2nd day of March, 2020.

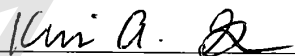
ATTEST: 

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Jill Boudreau**, as the **Mayor** of the **City of Mount Vernon**, a Washington municipal corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 2nd day of March, 2020.





Notary Public

Print name: Kerri A. Grechishkin

Residing at: Mount Vernon, WA

My commission expires: 5/11/23

Grantor: Skagit County, a Political subdivision of the State of Washington.

DATED this 23 day of March, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hammer

Clerk of the Board

Authorization per Resolution R20160001:

Recommended:

Ken Hansen

Department Head

Approved as to form:

[Signature] 3/5/20

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Shane O. B. (3-11-20)

Risk Manager

Approved as to budget:

Lisa Gagne

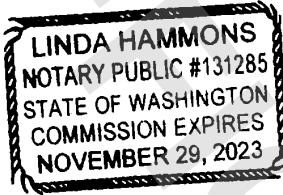
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of March, 2020.

(SEAL)



Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My appointment expires: 11-29-2023

EXHIBIT A



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squallcum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

EXHIBIT 'A'

HIGHWAY EASEMENT AREA DESCRIPTION

AN EASEMENT LYING WITHIN A PORTION OF LOTS 2, 3, 4, AND 5, BLOCK 3, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF 4TH STREET AND THE SOUTH MARGIN OF W. KINCAID STREET; THENCE ALONG SAID SOUTH MARGIN, NORTH 88°05'57" WEST, 177.33 FEET; THENCE DEPARTING SAID MARGIN AND PARALLEL WITH AND 9.0 WEST OF THE WEST LINE OF SAID LOT 3, SOUTH 01°52'46" WEST, 43.74 FEET; THENCE PARALLEL WITH SAID SOUTH MARGIN, SOUTH 88°05'57" EAST, 7.87 FEET; THENCE NORTH 61°06'11" EAST, 37.11 FEET; THENCE NORTH 84°57'50" EAST, 60.13 FEET; THENCE PARALLEL WITH AND 17.5 FEET SOUTH OF SAID SOUTH MARGIN, SOUTH 88°05'57" EAST, 78.09 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF SAID 4TH STREET; THENCE ALONG SAID MARGIN, NORTH 01°50'50" EAST, 17.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,053 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.



EXHIBIT A1

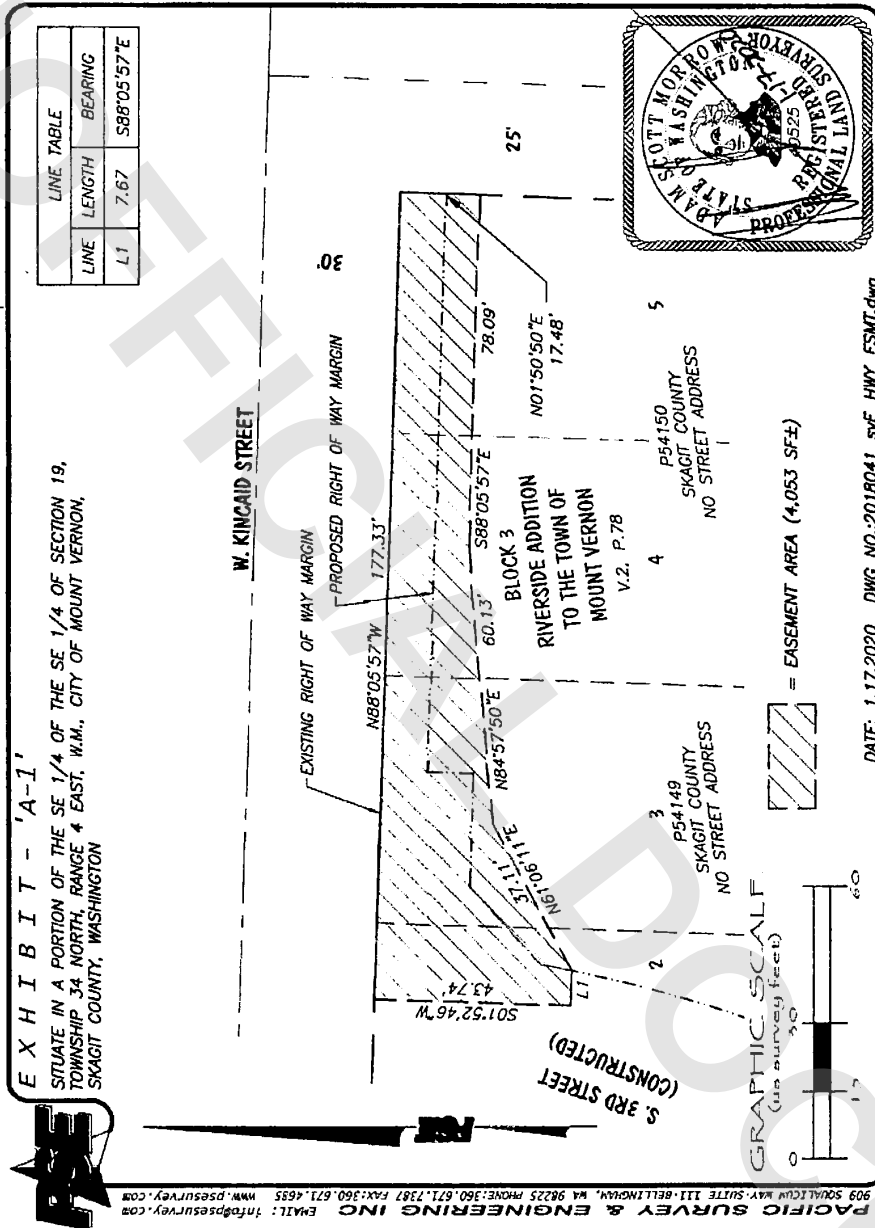


EXHIBIT B

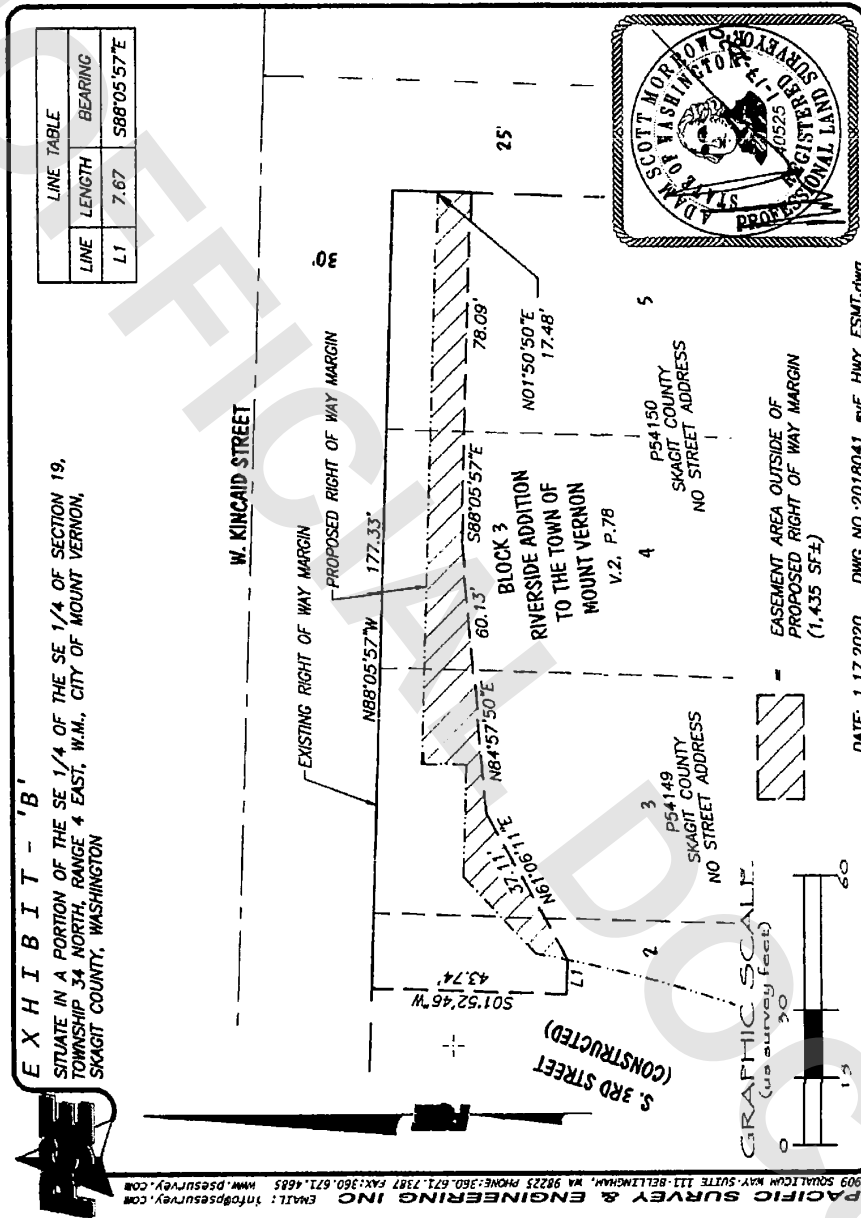


EXHIBIT C

