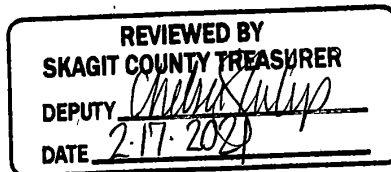


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02/17/2021 04:18 PM Pages: 1 of 11 Fees: \$113.50  
Skagit County Auditor



After Recording Return to:  
City of Mount Vernon  
PO Box 809  
Mount Vernon, WA 98273

Document Title: Sidewalk Easement  
Date: December 21, 2020  
Grantor: VWA – MOUNT VERNON, LLC, an Ohio limited liability company  
Grantee: The City of Mount Vernon, Washington, a municipal corporation  
Assessor's Tax Parcel No(s): P134972 (Lot 4)  
SW 20-34-4

**1. Grant of Easement.**

VWA – MOUNT VERNON, LLC, an Ohio limited liability company (“**Grantor**”) is the owner of that certain real property legally described on Exhibit “A” attached hereto, and incorporated herein (“**Grantor’s Property**”). In consideration of Ten and 00/100 Dollars (\$10.00), in hand paid, and other valuable consideration which is hereby acknowledged, Grantor, does hereby grant and convey to The City of Mount Vernon, Washington, a municipal corporation (“**Grantee**”), a non-exclusive, perpetual easement for the maintenance, repair, replacement, and public use of an existing sidewalk upon, over, across and through (together, the “**Easement**”) those certain portions of Grantor’s Property depicted on Exhibit “B”, attached hereto, and incorporated herein and legally described on Exhibit “C”, attached hereto, and incorporated herein (together, the “**Easement Area**”). This Sidewalk Easement agreement (this “**Agreement**”) shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantor covenants that it is the lawful owner of Grantor’s Property and that it has a good and lawful right to execute this Agreement.

**2. Purpose and Scope Easement.**

The Easement is granted for the sole purpose of the maintenance, repair, replacement, and pedestrian use of an existing sidewalk upon, over, across and through the Easement Area and for no other purpose.

**3. Maintenance.**

Grantor and Grantee acknowledge and agree that Grantor has constructed the existing sidewalk located within the Easement Area for Grantee's benefit pursuant to the terms of this Agreement. Notwithstanding the foregoing, Grantee shall be responsible, at Grantee's sole cost and expense, for the maintenance, repair and/or replacement of such sidewalk and the Easement Area. In addition, Grantee shall be responsible for any damage to the sidewalk, the Easement Area and/or Grantor's Property to the extent such damage occurred as a result of Grantee's or Grantee's agent's, employees', contractor's and/or licensees' negligent use of the Easement, including Grantee's or Grantee's agent's, employees', contractor's and/or licensees' negligence or willful misconduct, and Grantee shall promptly repair the damage of the sidewalk, the Easement Area and/or Grantor's Property to its previous condition at Grantee's sole cost and expense.

**4. Grantor's Use of the Easement Area.**

Grantor, its successors and assigns, shall retain the right to use the Easement Area for any use which does not unreasonably interfere with Grantee's use of the Easement Area for the purposes set forth herein. Grantor shall have the right to relocate the Easement Area located on Grantor's Parcel, provided that such relocation shall not unreasonably interfere with Grantee's rights granted herein.

**5. Default.**

If Grantee shall fail or refuse to comply with any of the terms and conditions of this Agreement, Grantor may carry out and perform such conditions at the cost and expense of Grantee, which amounts shall be payable on demand to Grantor. This remedy shall be in addition to such other remedies as Grantor may have by reason of the breach by Grantee of any of the terms and conditions of this Agreement.

**6. No Public Dedication.**

Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, it being the intention of the Grantee and Grantor that this Agreement is for the exclusive purposes set forth herein, and nothing contained herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement, other than the parties specifically set forth herein.

[signature and notary pages follow]

GRANTOR:

By: Dominic A. Viscusi Jr.  
Name: Dominic A. Viscusi Jr.  
Title: MANAGER

STATE OF OHIO )  
 )  
 ) SS:  
COUNTY OF CUYAHOGA )

Sworn to before me and subscribed in my presence this 21st day of December, 2020, by DOMINIC A. VISCONSI, JR., the Manager of VWA – MOUNT VERNON, LLC, an Ohio limited liability company, who acknowledged the same to be his/her free act and deed and the free act and deed of the limited liability company.

Mary Ann Sekerak  
Notary Public



Mary Ann Sekerak  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 5/17/2021

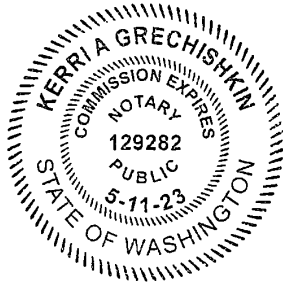
## GRANTEE:

City of Mount Vernon,  
a municipal corporation

By: Jill Boudreau  
Name: Jill Boudreau  
Title: MAYOR

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

Sworn to before me and subscribed in my presence this 17<sup>th</sup> day of  
February, 2020, by Jill Boudreau, the  
Mayor of City of Mount Vernon, a municipal corporation, who acknowledged  
the same to be his/her free act and deed and the free act and deed of the municipal corporation.



NOTARY PUBLIC, in and for the State of  
Washington,  
Residing at: Mount Vernon, WA  
My Commission Expires: 5/11/23

EXHIBIT "A"  
(Grantor's Property - Legal Description)

LOT 4

LOT 4 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040056, FURTHER DESCRIBED AS:

THAT PORTION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY RIGHT-OF-WAY LINE OF KINCAID STREET, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF MOUNT VERNON, WASHINGTON, AND A LINE DRAWN PARALLEL WITH AND DISTANT 54.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE SOUTHERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH 01°53'12" WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050 AND THE POINT OF BEGINNING; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01°53'12" WEST 10.00 FEET;

THENCE SOUTH 88°09'10" EAST 78.10 FEET;

THENCE SOUTH 77°03'33" EAST 25.99 FEET;

THENCE SOUTH 88°09'10" EAST 61.01 FEET;

THENCE DEPARTING SAID SOUTHERLY MARGIN AND PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH 01°53'12" WEST 250.50 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST 178.01 FEET TO A POINT 40.60 FEET EAST OF SAID MAIN TRACK CENTERLINE; THENCE AT RIGHT ANGLES, BEING PARALLEL WITH AND 40.60 FEET EASTERLY OF SAID MAIN TRACK CENTERLINE NORTH 01°53'12" EAST 265.38 FEET TO SAID CURRENT SOUTHERLY RIGHT OF

{03609541 -3}

EXHIBIT "A"

WAY MARGIN OF KINCAID STREET; THENCE ALONG SAID MARGIN SOUTH  
88°09'10" EAST 13.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,237 SQUARE FEET, MORE OR LESS.

{03609541 -3}

EXHIBIT "A"

EXHIBIT "B"  
(Easement Area Depiction)

*(see attached)*

{03609541 -3}

EXHIBIT "B"

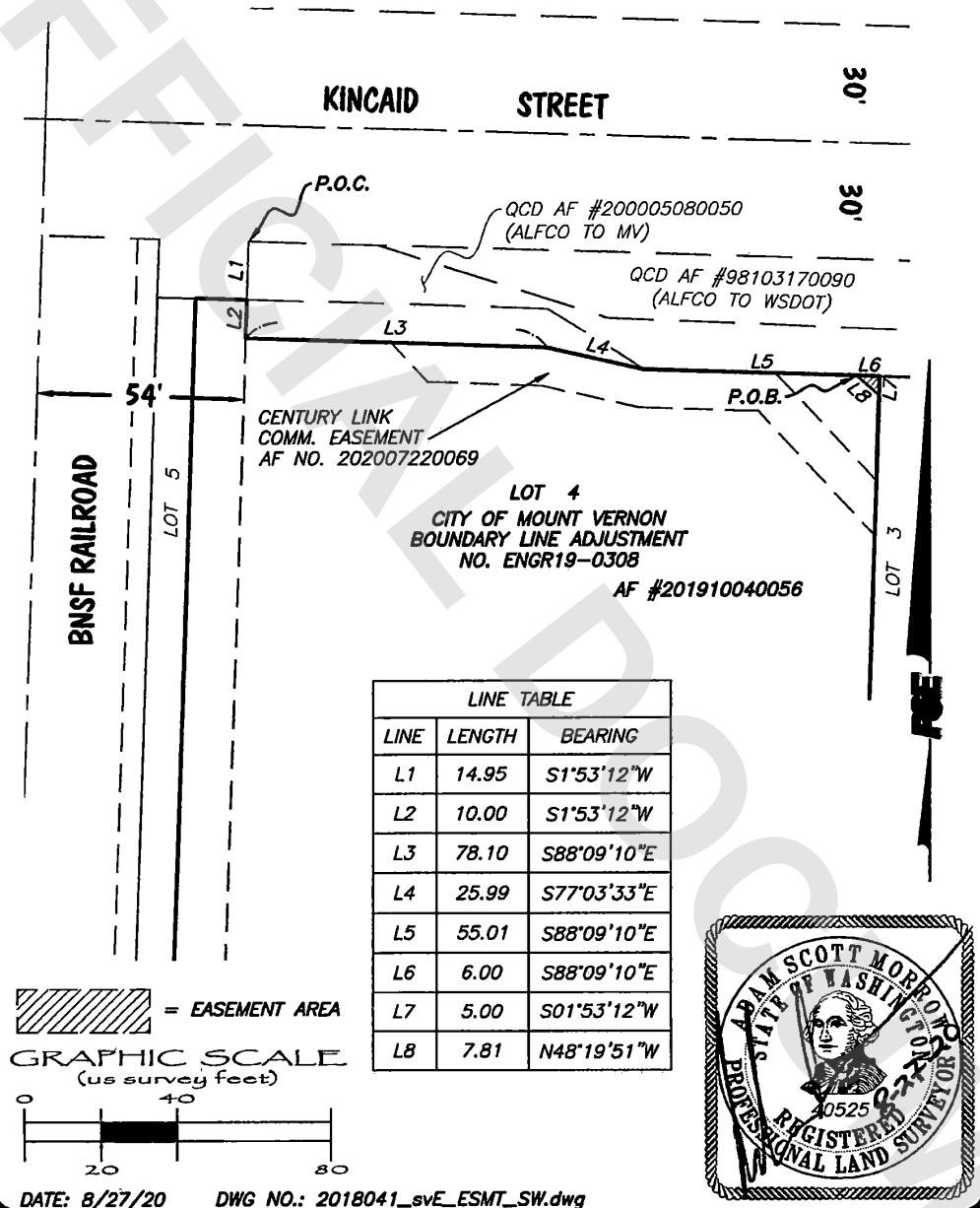


PACIFIC SURVEY & ENGINEERING INC EMAIL: info@psurvey.com  
 909 SQUALICUM WAY-SUITE 111-BELLINGHAM, WA 98225 PHONE:360.671.7387 FAX:360.671.4685 www.psurvey.com



# EXHIBIT - 'A'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 20,  
 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., CITY OF MOUNT VERNON,  
 SKAGIT COUNTY, WASHINGTON



DATE: 8/27/20

DWG NO.: 2018041\_svE\_ESMT\_SW.dwg

EXHIBIT "C"  
(Easement Area Legal Description)

*(see attached)*

{03609541 -3}

EXHIBIT "C"



**Pacific Surveying & Engineering, Inc**  
land surveying • civil engineering • consulting • environmental  
909 Squalicum Way #111, Bellingham, WA 98225  
Phone 360.671.7387 Facsimile 360.671.4685 Email [info@psurvey.com](mailto:info@psurvey.com)

EXHIBIT 'C'

**SIDEWALK EASEMENT AREA DESCRIPTION**

AN EASEMENT LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND A PORTION OF LOT 4, AS PER CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040056, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY RIGHT-OF-WAY LINE OF KINCAID STREET, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF MOUNT VERNON, WASHINGTON, AND A LINE DRAWN PARALLEL WITH AND DISTANT 54.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE SOUTHERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH  $01^{\circ}53'12''$  WEST, 14.95 FEET, TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050; THENCE CONTINUING ALONG SAID MARGIN, SOUTH  $01^{\circ}53'12''$  WEST, 10.00 FEET; THENCE CONTINUING ALONG SAID MARGIN, SOUTH  $88^{\circ}09'10''$  EAST, 78.10 FEET; THENCE CONTINUING ALONG SAID MARGIN SOUTH  $77^{\circ}03'33''$  EAST 25.99 FEET; THENCE CONTINUING ALONG SAID MARGIN SOUTH  $88^{\circ}09'10''$  EAST 55.01 FEET TO THE **POINT OF BEGINNING**. THENCE CONTINUING ALONG SAID MARGIN SOUTH  $88^{\circ}09'10''$  EAST 6.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EAST LINE THEREOF SOUTH  $01^{\circ}53'12''$  WEST 5.00 FEET; THENCE DEPARTING SAID EAST LINE NORTH  $48^{\circ}19'51''$  WEST, 7.81 FEET TO THE **POINT OF BEGINNING**.

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

