

After recording return to:

Housing Authority of Skagit County Mount  
Vernon Farmworker LLLP  
c/o Housing Authority of Skagit County  
1650 Port Drive  
Burlington, Washington 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 10/21/2021

1st AM  
1009324 - 11 pgs

**OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT  
FOR DRAINAGE AND STORMWATER FACILITIES**  
(HASC – Mount Vernon Farmworker)

Grantor: Housing Authority of Skagit County, a public body corporate and politic of the State of Washington

Grantee: Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership

Legal Description: LOT A, MOUNT VERNON SHORT PLAT MV 5-82, SKAGIT ESTATES PUD, VOL. 6, PG. 10, 8208240024, SKAGIT CTY, WA (Full Legal Description on Exhibit A)

Tax Account No.: P24844

Related Documents: n/a

THIS OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT FOR DRAINAGE AND STORMWATER FACILITIES (this “*Agreement*”) is made this 21st day of October, 2021, by and between the HOUSING AUTHORITY OF SKAGIT COUNTY, a public body corporate and politic of the State of Washington (the “*Parcel 1 Owner*”), and HOUSING AUTHORITY OF SKAGIT COUNTY MOUNT VERNON FARMWORKER LLLP, a Washington limited liability limited partnership (the “*Parcel 2 Owner*”).

**RECITALS:**

A. WHEREAS, the Parcel 1 Owner is the owner of real property located in the City of Mount Vernon, Washington described in Exhibit A (“*Parcel 1*”);

B. WHEREAS, the Parcel 2 Owner is the lessor of real property located in the City of Mount Vernon, Washington, contiguous to Parcel 1 and legally described in **Exhibit B** ("**Parcel 2**");

C. WHEREAS, the Parcel 2 Owner intends to develop affordable housing on Parcel 2 the "**Project**"), which requires the construction of certain storm water drainage and retention facilities (collectively, the "**Drainage Facilities**");

D. WHEREAS, the Parcel 1 Owner has agreed to permit the Parcel 2 Owner to construct, operate and maintain a portion of the Drainage Facilities on Parcel 1;

E. WHEREAS, the parties hereto desire to enter into this Agreement for the purposes of (i) creating a non-exclusive, easement in favor of the Parcel 2 Owner, its successors and assigns, to construct, operate and maintain and have access to the Drainage Facilities on Parcel 1 and to discharge storm water into such Drainage Facilities, and (ii) to govern the Parcel 1 Owner's and Parcel 2 Owner's rights and obligations with respect to each other.

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parcel 1 Owner's Grant of Easement. The Parcel 1 Owner hereby grants and conveys to the Parcel 2 Owner, its successors and assigns, a permanent non-exclusive easement to Parcel 2, to (i) construct, maintain, manage, repair, and replace the Drainage Facilities as set forth below, and (ii) allow discharge of storm water runoff from Parcel 2 into the Drainage Facilities located on Parcel 1, all in the easement area more particularly described on **Exhibit C** hereto and depicted on **Exhibit D** (the "**Easement Area**"). The easement granted hereby shall include the rights of ingress and egress over and across Parcel 1 to the extent necessary to allow the Parcel 2 Owner to exercise its rights and perform its obligations pursuant to this Agreement.

2. Interference With Easements. Parcel 1 Owner agrees that it shall not erect or allow on the Easement Area any buildings or permanent structures or obstructions which would prevent, unreasonably restrict or otherwise unreasonably hinder the reasonable passage of water into the Drainage Facilities, or to otherwise interfere with use by the Parcel 2 Owner of the Easement Area for the purposes permitted herein; provided, however, that the parties shall have the right to construct and maintain in the Easement Area landscaping, sidewalks, and any improvements that do not materially interfere with the use of the Drainage Facilities for the purposes set forth herein. The grant of rights of ingress and egress over and across Parcel 1 pursuant hereto shall not impair the rights of Parcel 1 Owner to construct or place improvements of any kind upon Parcel 1, and Parcel 2 Owner shall exercise reasonable care in the exercise of such rights of ingress and egress to avoid damage or disturbance of Parcel 1 and any improvements thereon.

3. Construction and Maintenance of Drainage Facilities. The Parcel 2 Owner, at its sole cost and expense, shall construct, operate, repair, maintain, and manage the Drainage Facilities in accordance with the requirements listed in the Permit Application and permit issued in connection therewith (the "**Permit**"), and the approved plans and specifications which are attached hereto as **Exhibit E**. Without in any way limiting the foregoing, the Parcel 2 Owner shall, at its sole

cost and expense, regularly (1) remove accumulated sediment from any retention ponds comprising the Drainage Facilities in order to maintain at least 1/2 foot of dead storage volume in the entire pond(s), (2) maintain the structural integrity of any outlet structures, to insure their proper operation, (3) remove all floatable debris from the pond(s) on a monthly basis during the open water season, (4) properly dispose of any spoil material resulting from dredging operations, (5) promptly repair or restore any grass or other vegetation in the Drainage Facilities area disturbed by maintenance, (6) complete in a timely manner any mowing, weed control and any other maintenance activities to the pond(s) or its appurtenances, (7) inspect the entirety of the Drainage Facilities at least annually to insure their proper operation.

4. Maintenance and Improvements within Easement Area. The Parcel 2 Owner agrees that it shall be solely responsible and liable for the performance and cost of all construction, maintenance, management, repair, and replacement of the Drainage Facilities, unless such maintenance, repair, or replacement costs arise solely from the negligent act or omission or willful misconduct of Parcel 1 Owner. Should the Parcel 2 Owner fail to perform required construction, maintenance, and/or repair of Drainage Facilities as and when required, then following thirty (30) days' written notice from the Parcel 1 Owner, Parcel 1 Owner shall have the right (but not the obligation) to enter upon the Easement Area and perform such reasonable construction, maintenance, repair, and/or replacement of the Drainage Facilities as is needed for the Drainage Facilities to function properly, and the Parcel 2 Owner shall reimburse Parcel 1 Owner, upon demand, for all reasonable costs incurred in performing such work. The easements granted by the Parcel 1 Owner pursuant to this Agreement include rights of ingress and egress over the Easement Area to the extent necessary to allow the parties to exercise their rights and perform their obligations pursuant to this Section.

5. Duration; Termination. This Agreement shall be recorded and shall constitute covenants and obligations running with land which shall be binding upon and inure to the benefit of future owners of any interest in Parcel 1 and Parcel 2, or any portion thereof, and their successors and assigns.

6. Indemnification. Each of the Parcel 1 Owner and the Parcel 2 Owner agrees to indemnify, hold harmless and defend the other party, from any loss, claims, damages, actions, lawsuits, costs or expenses, including reasonable attorneys' fees arising from or related to the indemnifying party's negligent acts or omissions or willful misconduct in connection with the use of the Drainage Facilities or Easement Area or entry upon Parcel 1 by or on behalf of such indemnifying party, its employees, agents, invitees, successors or assigns.

7. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Parcel 1 Owner:                   Housing Authority of Skagit County  
  1650 Port Drive  
  Burlington, Washington 98233

Attention: Executive Director

If to Parcel 2 Owner: Housing Authority of Skagit County Mount  
Vernon Farmworker LLLP  
c/o Housing Authority of Skagit County  
1650 Port Drive  
Burlington, Washington 98233

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

8. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless said amendment is made in writing, signed by the parties to be bound or their duly authorized representative(s) and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party hereunder shall not affect or impair any right arising from any subsequent default.

9. Headings. The headings of sections of this Agreement are for convenience of reference only and do not form a part hereof and in no way interpret or construe such paragraphs.

10. Authority. The undersigned each represent that they are authorized to act for and bind their respective parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

12. Integration. This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter.

13. Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

14. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Washington, without giving effect to choice of law provisions of the State of Washington.

*[Signatures Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**PARCEL 1 OWNER:**

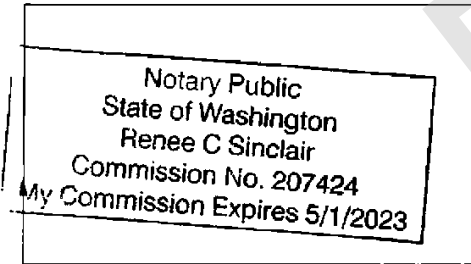
**HOUSING AUTHORITY OF SKAGIT COUNTY,**  
a public body corporate and politic of the State of Washington

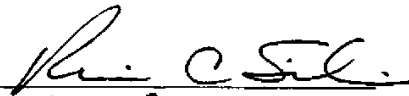
By:   
Name: Melanie Corey  
Its: Executive Director

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF SKAGIT     )

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/19/2021.



  
Print Name: Renee C Sinclair  
Residing at: Skagit Co  
My appointment expires: 5/1/2023


*[Signatures Continue on Next Page]*

*Signature Page to Easement Agreement for Drainage and Stormwater Facilities*

**PARCEL 2 OWNER:**

**HOUSING AUTHORITY OF SKAGIT COUNTY  
MOUNT VERNON FARMWORKER LLLP,**  
a Washington limited liability limited partnership

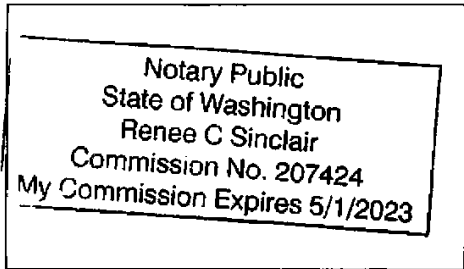
By: Housing Authority of Skagit County,  
a public body corporate and politic of the State of Washington  
Its: General Partner


By:   
Name: Melanie Corey  
Its: Executive Director

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, the General Partner of Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such party, on behalf of such limited liability limited partnership, for the uses and purposes mentioned in the instrument.

DATED: 10/19/2021



  
Print Name: Renee C Sinclair  
Residing at: Skagit Co.  
My appointment expires: 5/1/2023

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**EXHIBIT A**

Legal Description of Parcel 1

**PROPERTY LEGAL DESCRIPTION**

P24844

LOT A OF MOUNT VERNON SHORT PLAT M.V. 5-82 TITLED "SKAGIT ESTATES P.U.D." AS APPROVED AND RECORDED AUGUST 24, 1982, IN VOLUME 6 OF SHORT PLATS, PAGE 10, UNDER AUDITOR'S FILE NUMBER 8208240024, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

**EXHIBIT B**

Legal Description of Parcel 2

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NO. 4 EAST, W.M.

EXCEPT THEREFROM THAT PORTION LYING SOUTH OF THE NORTH LINE OF THAT PARCEL CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED AS AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

**EXHIBIT C**

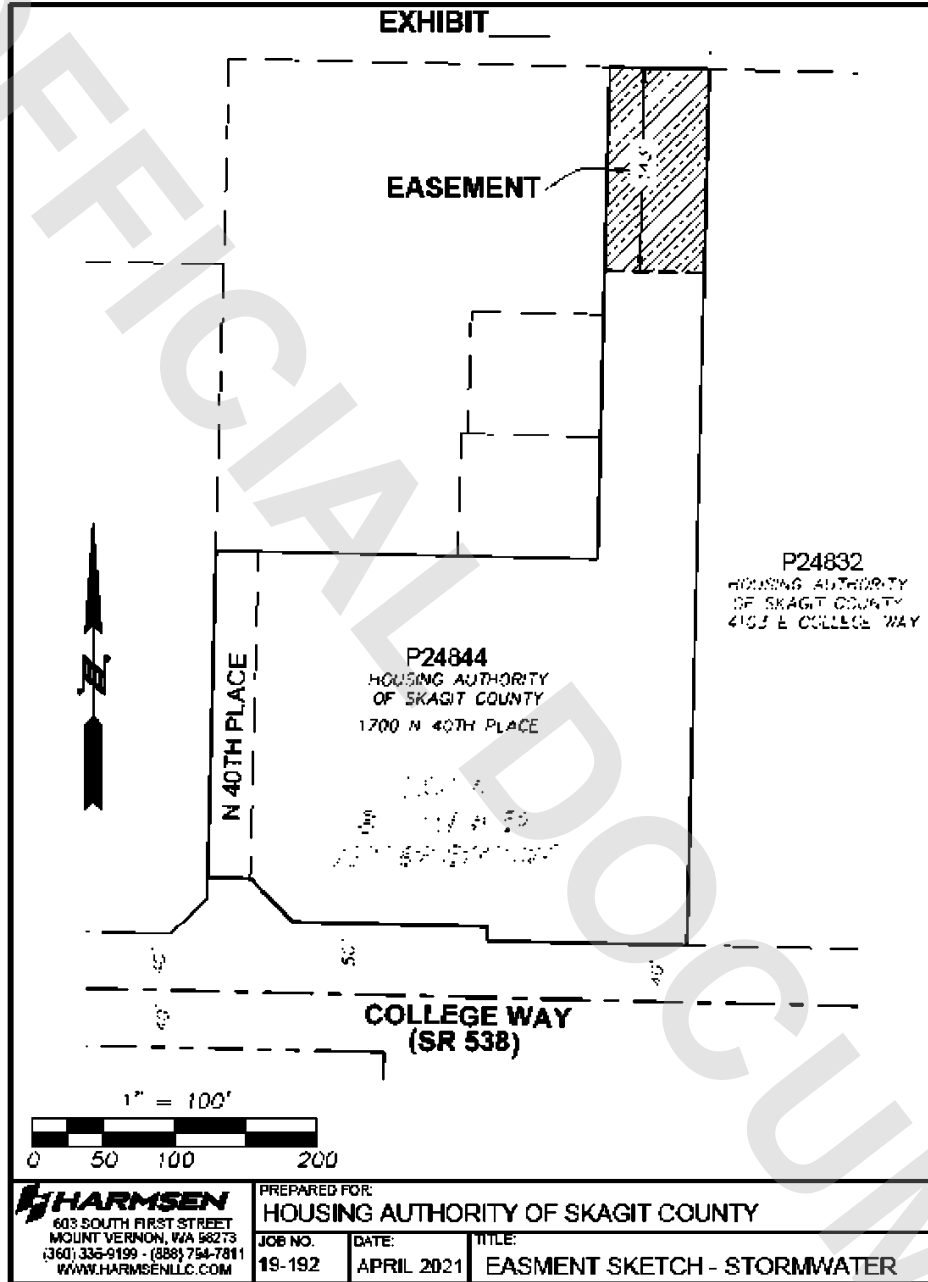
Legal Description of Easement Area

THE NORTH 143 FEET OF LOT A, MOUNT VERNON SHORT PLAT M.V. 5-82 TITLED "SKAGIT ESTATES P.U.D." AS APPROVED AND RECORDED AUGUST 24, 1982, IN VOLUME 6 OF SHORT PLATS, PAGE 10, UNDER AUDITOR'S FILE NUMBER 198208240024, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

### EXHIBIT D

Depiction of Easement Area



**EXHIBIT E**

Plans and Specifications

