



202201210103

01/21/2022 03:00 PM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2022.253
JAN 21 2022

Amount Paid \$ 5.16
Skagit Co. Treasurer
By *LT* Deputy

Document Title: Fire Access Easement
Date: January 20, 2022
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): P134974 (Lot A) 20-34-04

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 purpose of vehicular ingress, egress, and passage 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**”); provided, however, that the Easement granted herein shall be limited to The City of Mount Vernon, Washington, its representatives and any public agency lawfully providing emergency services such as fire, medical, and police, including, but not limited to, police vehicles, emergency vehicles and fire trucks. This Fire Access 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 vehicular ingress, egress, emergency parking and passage upon, over, across and through the Easement Area and for no other purpose; provided, however, that the Easement granted herein shall be limited to The City of Mount Vernon, Washington official vehicles, its representatives and any public agency lawfully providing emergency services such as fire, medical, and police, including, but not limited to, police vehicles, emergency vehicles and fire trucks.

3. **Maintenance.**

Grantor shall be responsible, at Grantor's sole cost and expense, for the maintenance of the Easement Area; provided, however, that Grantee shall be responsible for any damage to the Easement Area 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, excepting normal wear and tear, and Grantee shall promptly repair the damage of 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. Subject to Grantee's approval, which shall not be unreasonably withheld and shall be deemed given unless Grantor receives written notice of Grantee's disapproval within thirty (30) days after written notice by Grantor to Grantee requesting such approval, Grantor shall have the right to relocate the Easement Area located on Grantor's Parcel. Upon such approval (or deemed approval) by Grantee, Grantor shall have the right to unilaterally execute and record an amendment to this Fire Access Easement reflecting such relocated Easement Area.

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]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

GRANTOR:

VWA – MOUNT VERNON, LLC
an Ohio limited liability company

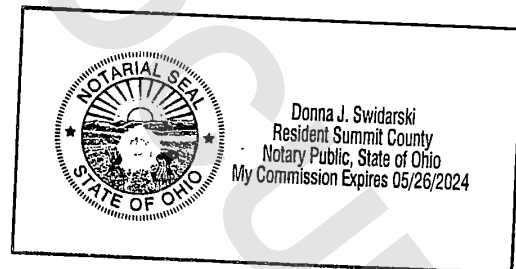
By: Dominic A. Visconsi, Jr.
Name: Dominic A. Visconsi, Jr.
Its: Manager

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Sworn to before me and subscribed in my presence this 16th day of DEC., 2021, by Dominic A. Visconsi, Jr., the Manager of VWA – Mount Vernon, LLC, an Ohio limited liability company, who acknowledged the same to be his free act and deed and the fee act and deed of the limited liability company.

Donna J. Swidarski
Notary Public
My Commission Expires:



Signature Page
Fire Access Easement

GRANTEE:

City of Mount Vernon,
a municipal corporation

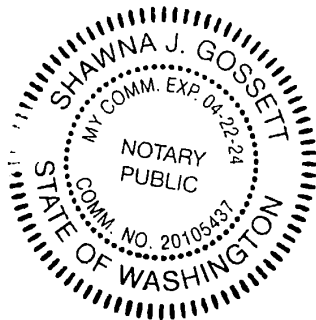
By: [Signature]
Name: Jill Boudreau
Title: Mayor

STATE OF WASHINGTON)

) SS.

COUNTY OF SKAGIT)

Sworn to before me and subscribed in my presence this 20 day of January, 2022 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.



[Signature]
NOTARY PUBLIC, in and for the State of
Washington
Residing at: Maunsville
My Commission Expires: 4/22/2024



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

EXHIBIT ' A '

LEGAL DESCRIPTION LOT A STATION SQUARE SRH BLA

LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ALSO KNOWN AS CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR21-0250, ACCORDING TO THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1, 2, 6 AND 7, CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040056, TOGETHER WITH ALL OF THE FORMER REMNANT RAILROAD PROPERTY AS DEEDED TO VWA-MOUNT VERNON, LLC UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910280074, AND TOGETHER WITH A PORTION OF PROPERTY CONVEYED TO VWA-MOUNT VERNON, LLC BY THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040083, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WEST LINE THEREOF NORTH 01°50'50" EAST 50.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°53'12" EAST 148.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE THEREOF SOUTH 88°06'48" EAST 178.01 FEET TO THE WEST LINE OF LOT 3 OF SAID BOUNDARY LINE ADJUSTMENT, ALSO BEING THE WEST MARGIN OF A RIGHT OF WAY DEEDED TO THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166; THENCE ALONG SAID WEST MARGIN SOUTH 01°53'12" WEST 46.00 FEET; THENCE ALONG THE SOUTH MARGIN OF SAID RIGHT OF WAY SOUTH 88°06'48" EAST 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 7; THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH 88°06'48" EAST 19.00 FEET; THENCE ALONG THE EAST MARGIN OF SAID RIGHT OF WAY NORTH 01°53'12" EAST 44.46 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 73°02'51" EAST A DISTANCE OF 28.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'39" A DISTANCE OF 34.78 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE SOUTH 88°06'48" EAST 96.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 SOUTH 01°53'12" WEST 43.00 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 140.62 FEET TO THE WEST MARGIN OF THE INTERSTATE 5 RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID WEST MARGIN TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE SOUTH LINE OF SAID LOTS 7 AND 6 NORTH 88°09'10" WEST 541.54 FEET TO THE POINT OF BEGINNING.

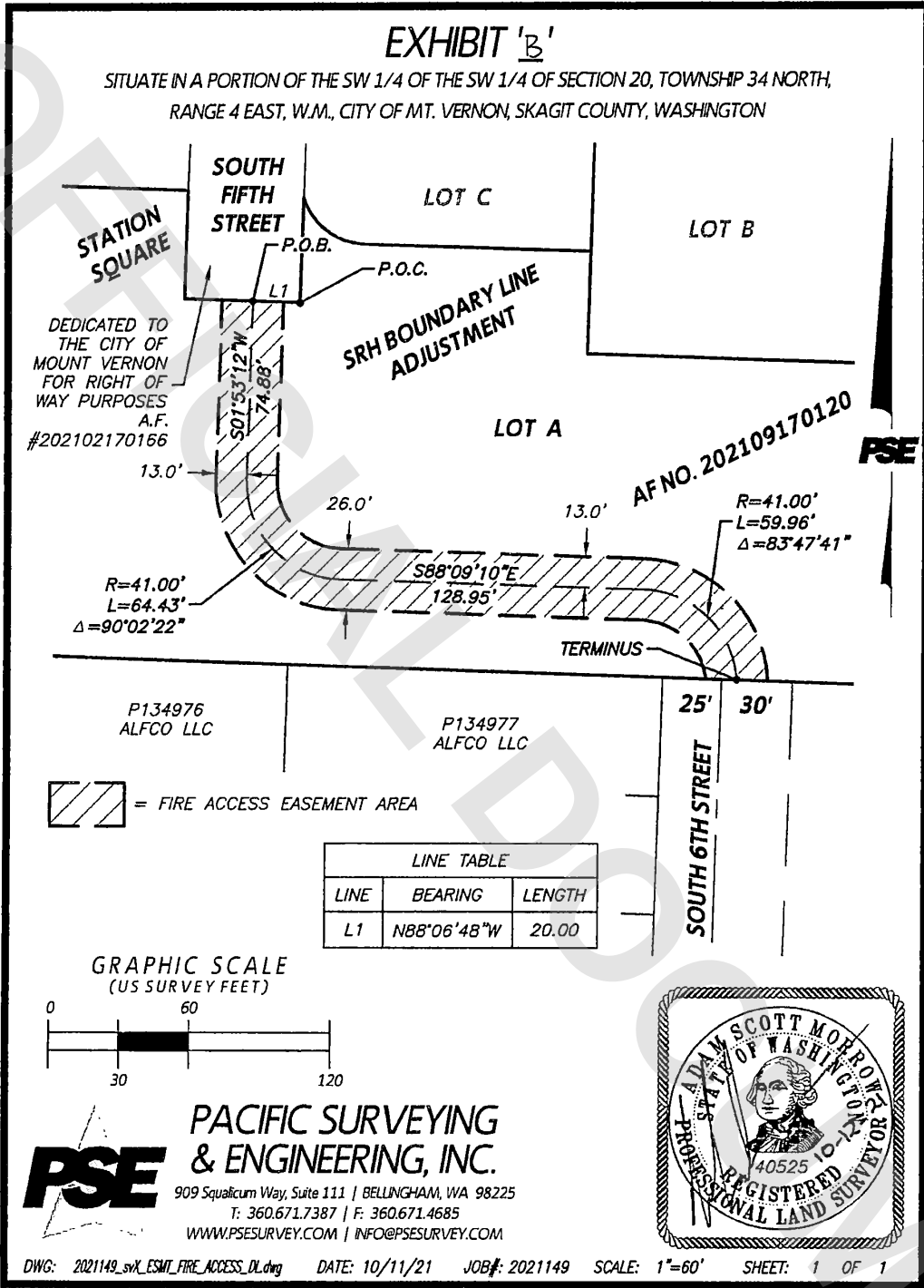
SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.



EXHIBIT "B"
(Easement Area Depiction)

(see attached)

EXHIBIT "B"





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

EXHIBIT 'C'

FIRE ACCESS EASEMENT DESCRIPTION

A 26.00-FOOT-WIDE FIRE ACCESS EASEMENT LOCATED WITHIN A PORTION OF LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120, BEING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SOUTH FIFTH STREET, AS DEDICATED TO THE CITY OF MOUNT VERNON FOR RIGHT OF WAY PURPOSES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166; THENCE ALONG THE SOUTH MARGIN OF SAID SOUTH FIFTH STREET NORTH 88°06'48" WEST, 20.00 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID MARGIN AND AT RIGHT ANGLES THERETO, SOUTH 01°53'12" WEST, 74.88 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 88°06'48" EAST A DISTANCE OF 41.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°02'22" A DISTANCE OF 64.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°09'10" EAST, 128.95 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 01°50'50" WEST A DISTANCE OF 41.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°47'41" A DISTANCE OF 59.96 FEET TO THE SOUTH LINE OF SAID LOT A AND THE **TERMINUS** OF SAID EASEMENT CENTERLINE.

SIDELINES OF SAID EASEMENT TO BE TRIMMED OR EXTENDED AS NECESSARY TO INTERSECT SAID SOUTH LINE OF SAID SOUTH FIFTH STREET AND SAID SOUTH LINE OF SAID LOT A, AS APPLICABLE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

