

After recording return to:

William C. Bailey

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 06/27/2022

ENCROACHMENT EASEMENT

GRANTOR: **BAILEY FAMILY LIMITED PARTNERSHIP,**
a Washington limited partnership

GRANTEE: **SKAGIT VALLEY NEIGHBORS IN NEED,**
a Washington nonprofit corporation

Legal Description:

Abbreviated Form: ptn SE ¼ NE ¼, S30-T34N-R4E, W.M.

Additional on Pages: 1,2

Assessor's Tax Parcel Nos: 340430-0-165-0001 / P28986
340430-0-162-0004 / P28984

THIS ENCROACHMENT EASEMENT is between **BAILEY FAMILY LIMITED PARTNERSHIP**, a Washington limited partnership, hereafter referred to as "Grantor" and **SKAGIT VALLEY NEIGHTS IN NEED**, a Washington nonprofit corporation, hereinafter referred to as the "Grantee" (collectively the parties) for the purpose of establishing a perpetual setback easement.

RECITALS

- A. Grantor is the owner of that certain real property legally described as follows and hereafter referred to as Parcel A:

That portion of the Southeast ¼ of the Northeast ¼ of Section 30, Township 34 North, Range 4 E.W.M., described as follows:

Beginning at a point on the West line of Second Street, as established in the City of Mount Vernon, 150 feet South of the South line of Vera Street, as shown on the plat of

“FAIR ADDITION TO MOUNT VERNON”, as per plat recorded in Volume 4 of Plats, page 14, records of Skagit County, Washington; thence West parallel to the South line of Vera Street, 116 feet, more or less, to a point 100 feet East of the East line of Cleveland Avenue, as established in the City of Mount Vernon; thence North parallel to the East line of Cleveland Avenue, a distance of 40 feet; thence East parallel to the South line of Vera Street 116 feet, more or less, to the West line of Second Street; thence South along said West line 40 feet to the point of beginning.

Situated in Skagit County, Washington.

Commonly known as:

1613 S. 2nd Street, Mount Vernon, Washington, 98273.

- B. Grantee is the owner(s) of the real property legally described as follows and hereafter referred to as Parcel B:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West side of Second Street as established in the City of Mount Vernon 150 feet South of the South line of Vera Street as shown on the Plat of Fair Addition to Mount Vernon, as per plat recorded in Volume 4 of Plats, page 14, records of Skagit County;
thence West parallel to said South line of Vera Street 116 feet, more or less, to a point 100 feet East of the East line of Cleveland Avenue as established in the City of Mount Vernon;
thence South parallel to the East line of Cleveland Avenue to a point 165 feet South of the North line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30;
thence East 116 feet to the West line of Second Street;
thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.

Commonly known as:

1615 S. 2nd Street, Mount Vernon, Washington, 98273

- C. Grantee desires to acquire an easement over a portion of Parcel A for roof location, maintenance and repair purposes, and for the Grantee's roof as it exists on Parcel B to continue encroaching on Parcel A.

NOW, THEREFORE, for and in consideration of the mutual benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which

Grantor hereby acknowledges, Grantor, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve unto itself, and establish the following easements for the benefit of Grantee:

EASEMENT

This easement is granted to and conditioned upon the following terms, conditions and covenants:

1. **Exhibit A** contains the legal description of the easement area that is over and across portions of Parcel A (such portion is referred to as the "Easement Area"), that is subject to the terms and conditions set forth in this Agreement.

The Easement shall be appurtenant to and for the benefit of Parcel B. The Easement shall be an encumbrance on Parcel A.
2. The purpose of the Easement is to enable Grantee to maintain its existing roof located on Parcel B abutting Parcel A, which roof encroaches onto Parcel A by 18 inches, to create a permanent easement allowing the 18 inch encroachment of the roof located on Parcel B onto Parcel A, and to provide access for maintenance and repair of the roof on Parcel B, and for no other purpose.
3. Grantor has the right to use the Easement Area for any purpose not inconsistent with the foregoing and the grant of easement described in this Agreement.
4. **Easement Runs with the Land- Duration.** The Easement is granted in perpetuity. The easement granted herein, the restrictions established herein, and the covenants on the part of the parties, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees. However, in the event that the existing building on Parcel B is demolished, thereby removing the encroachment, this Easement shall automatically terminate.
5. **Hold Harmless.** Grantor shall forever hold harmless Grantee from any loss, damage, injury or death arising from any act or omission of Grantee, its invitees, licensees, employees, contractors or agents caused to person or property of Grantor or its employees arising from use of the Easement Area pursuant to this Agreement.
6. **Grantor's Representations.** Notwithstanding anything to the contrary, the Easement granted herein is without warranty. Grantor represents only that it is the current owner in fee title to the Property, and that Grantor has full legal authority to grant this Easement to Grantee.
7. **Successors.** This instrument shall bind the parties' successors and assigns, and whoever has possession of the setback easement, or uses the easement, in whole or in part, without

regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.

8. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington.

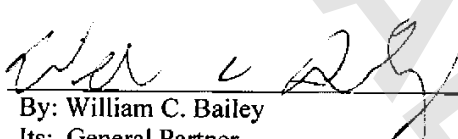
9. Venue. The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

By its signatures set forth herein below, Grantor and Grantee hereby accept the foregoing grant of this Encroachment Easement subject to the terms and conditions herein contained.

SIGNED AND APPROVED this 27th day of June, 2022

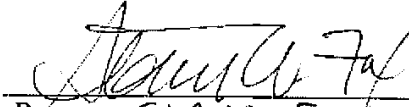
GRANTOR:

BAILEY FAMILY LIMITED PARTNERSHIP,
a Washington limited partnership


By: William C. Bailey
Its: General Partner

GRANTEE:

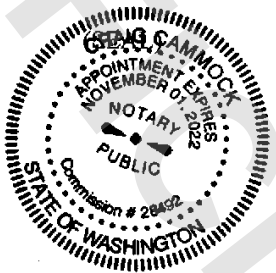
SKAGIT VALLEY NEIGHBORS IN NEED,
a Washington nonprofit corporation


By: Steve Ford
Its: Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that WILLIAM C. BAILEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner of BAILEY FAMILY LIMITED PARTNERSHIP, a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 27th day of June, 2022.

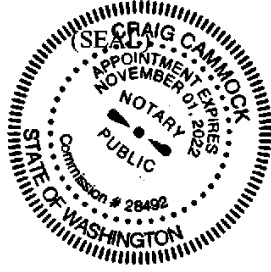


[Signature]
Notary Public
Residing at Bow
My appointment expires 11-1-2022

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Steve Fox (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Director (type of authority, e.g., officer, trustee, etc.) of SKAGIT VALLEY NEIGHBORS IN NEED, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 27th day of June, 2022.



[Signature]
Notary Public
Residing at Bow
My appointment expires 11-1-2022

EXHIBIT A
Legal Description of Easement Area

The south eighteen (18) inches of the following described property:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 E.W.M., described as follows:

Beginning at a point on the West line of Second Street, as established in the City of Mount Vernon, 150 feet South of the South line of Vera Street, as shown on the plat of "FAIR ADDITION TO MOUNT VERNON", as per plat recorded in Volume 4 of Plats, page 14, records of Skagit County, Washington; thence West parallel to the South line of Vera Street, 116 feet, more or less, to a point 100 feet East of the East line of Cleveland Avenue, as established in the City of Mount Vernon; thence North parallel to the East line of Cleveland Avenue, a distance of 40 feet; thence East parallel to the South line of Vera Street 116 feet, more or less, to the West line of Second Street; thence South along said West line 40 feet to the point of beginning.

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EXHIBIT "A"