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05/04/2023 03:14 PM Pages: 1 of 7 Fees: \$259.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Gena Thompson
DATE 5.4.23

Document Title: Revocable Grant For Egress

Reference Number :

Grantor(s): additional grantor names on page ___.

1. City of Mount Vernon

2.

Grantee(s): additional grantee names on page ___.

1. Banner Bank

2.

Abbreviated legal description: full legal on page(s) ___.

PTN BL7 Riverside Addition

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___.

P54177

I, Christina Spruill, 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 Christina Spruill Dated 5.4.2023

After recording return document to:

City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273-0809

Document Title: *Revocable Grant for Egress*

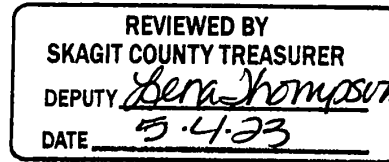
Grantor: *CITY OF MOUNT VERNON*

Grantee: *BANNER BANK*

Legal Description: *To be included after survey*

Additional Legal Description is on: *Exhibit "A" of this Document*

Assessor's Tax Parcel Numbers: *P54177; P54178*



REVOCABLE GRANT FOR EGRESS

THE GRANTOR, CITY of MOUNT VERNON, a municipal corporation of the state of Washington for and in consideration of ten dollars (\$10.00) in hand paid and other true and valuable consideration does hereby convey to BANNER BANK, a Washington State Chartered Bank, GRANTEE, its successors and assigns, a non-exclusive, revocable right to use the described property set forth in Exhibit "A" (the "Property") included herein by this reference for purposes of egress only.

The use of the Property herein granted shall extend to all officers, directors and employees of Grantee and also all business patrons of Grantee and its respective tenants, contractors, vendors, agents, customers, licensees, vendees, and invitees. Unless revoked pursuant to the terms of this Grant or otherwise pursuant to law, the Grant shall be a covenant intended to and shall run with the land described herein and shall be binding upon Grantor and Grantee and their respective successors, heirs and assigns.

Grantor has made no warranties express or implied as to the condition of the Property. Grantee disclaims all interest in any current or future claims and forever releases and holds Grantor harmless for any current and future claims for damages that may result from use of the Property arising from this Grant including but not limited to hazardous or dangerous conditions (latent or otherwise) that exists on the Property.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions:

1 **DAMAGE TO PROPERTY:** Grantee shall exercise reasonable care to avoid damaging the Property in any manner not consistent with the purpose for which this Grant is issued.

1 DAMAGE TO PROPERTY: Grantee shall exercise reasonable care to avoid damaging the Property in any manner not consistent with the purpose for which this Grant is issued.

2 COOPERATION WITH GRANTOR: Grantee shall at all times cooperate with Grantor(s) and comply with reasonable requests not inconsistent with the purpose for which this Grant is issued.

3 TERMINATION/REVOCAION: The Grant herein made shall be revocable by the Grantor but only for good cause which shall include, but not be necessarily limited to the following:

A. A bonafide need for the area granted by Grantor for City purposes. City purposes include but are not limited public capital projects identified in the City's adopted plans such as its Capital Improvement and Capital Facilities plans that make use of the Property.

B. In the event the area granted by Grantor is needed by Grantor conform to any law, rule or regulation of any governmental authority or agency having appropriate jurisdiction.

In the event said Grant is terminated or revoked, written notice thereof must be given to Grantee at least ninety (90) days in advance of the termination or revocation. Grantee shall upon completion of all permitted uses through this Grant, clean all the Property of all rubbish, excess material, temporary structures, equipment and leave the site in the same or similar condition.

4. INDEMNIFICATION: To the maximum extent allowed by law, Grantee agrees to indemnify and hold the Grantor, Grantor its respective officers, directors, shareholders, and employees harmless from and against any and all liability, loss, or penalty arising in any way, including without limitation, from personal injury or death, property damage, fire, harm to wildlife, or environmental pollution arising out of use of the easement by Grantee, its employees, contractors, and agents.

	GRANTEE	GRANTOR
By:	<u>R. B. Bena VP, Corp Real Est</u>	<u>J. W. Mayor</u>
	Title	Title
	<u>9-28-2022</u>	<u>9/7/2022</u>
	Date	Date

GRANTOR:

CITY OF MOUNT VERNON

Jill
By: _____

Its: _____

STATE OF WA }
COUNTY OF Skagit } ss.

On this day of September 7, 2022, before me personally appeared Jill Boudreau and she, to me known to be the Mayor of City of Mount Vernon, a municipal corporation, that she executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

DATED this 7th day of September, 2022.



Kerri A. Grechishkin
Notary Public
Residing at Mount Vernon
My appointment expires 5/11/23

EXHIBIT A
(Legal Description Of Egress Area)

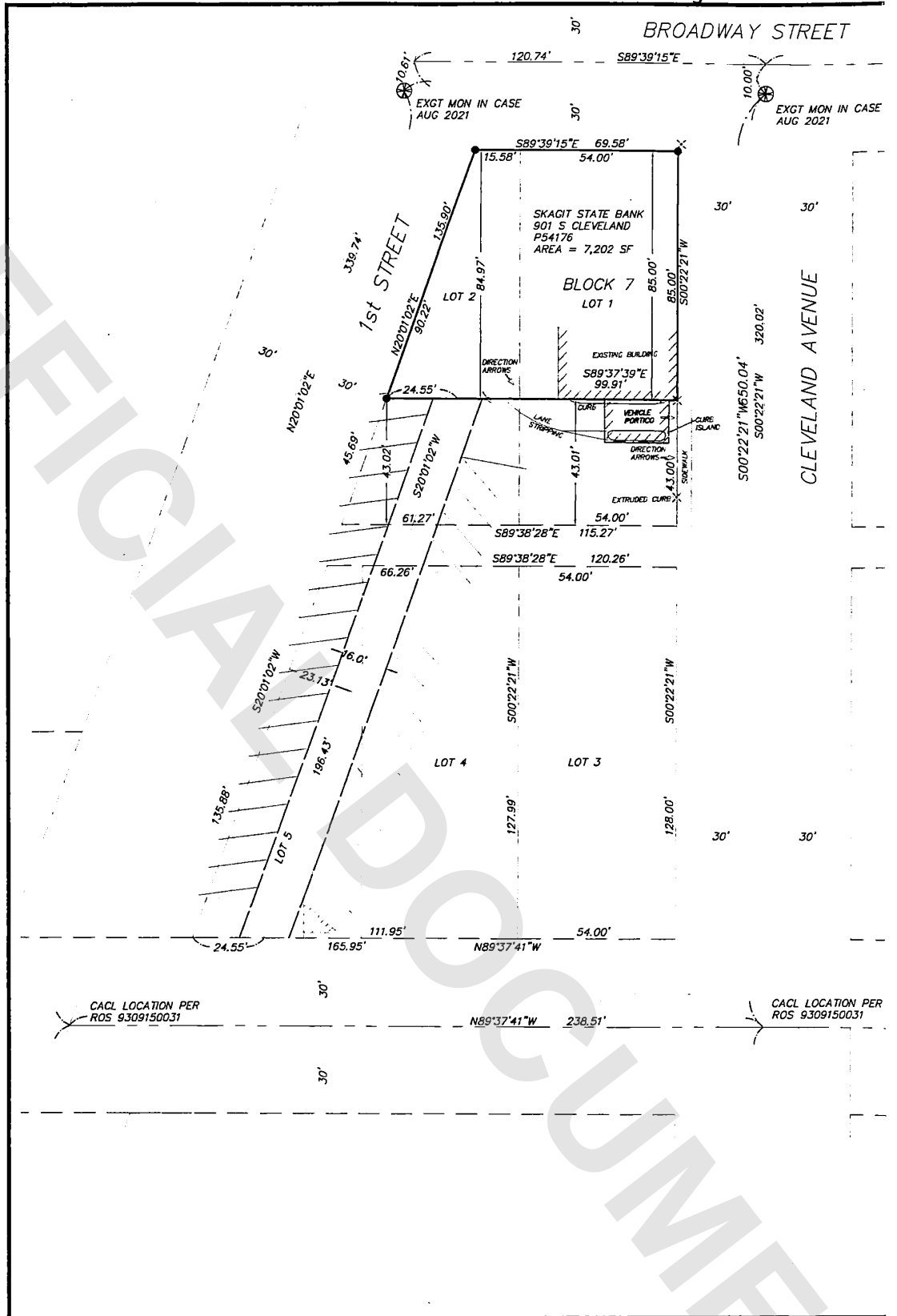
UNOFFICIAL DOCUMENT

LEGAL DESCRIPTION ACCESS EASEMENT

INGRESS/EGRESS EASEMENT:

A 16.00 FT WIDE ACCESS EASEMENT, CENTERED ON THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF BLOCK 7 OF THE RIVERSIDE ADDITION
TO THE TOWN OF MOUNT VERNON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 24,
RECORDS OF SKAGIT COUNTY; THENCE S20°01'02"W ON THE WEST LINE OF LOT 2 A DISTANCE
OF 90.22'; THENCE S89°37'39"E A DISTANCE OF 24.55 FT TO THE TRUE POINT OF BEGINNING;
THENCE S20°01'02"W PARALLEL TO THE WEST LINE OF BLOCK 7 A DISTANCE OF 196.43' TO THE
SOUTH LINE OF LOT 5 OF BLOCK 7 OF SAID PLAT AND THE TERMINUS OF THE EASEMENT. EDGE
OF EASEMENT EXTENDED OR TERMINATED AT THE BOUNDARY OF LOT 2 AND LOT 5.





\\2021\21039-SkagitStateBank-Driftmier\dwg\21039.dwg Nov 29, 2022 -- 12:29pm



NORTHWEST DATUM & DESIGN
CIVIL ENGINEERING AND SURVEYING SOLUTIONS

2209 MONICA DRIVE

ACCESS EASEMENT
Portion of Lots 1 & 2,
SURVEY in a portion
Section 19,