

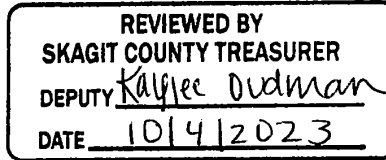


202310040062

10/04/2023 02:20 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

City of Mount Vernon
910 Cleveland Ave.
Mount Vernon, WA 98273



DEED FOR PUBLIC RIGHT OF WAY EASEMENT

Grantor: **SVH PARTNERS, LLC**, a Washington limited liability company

Grantee: **CITY OF MOUNT VERNON**, a Washington municipal corporation

Abbreviated Legal: Lots 9 – 16, “Hartley & Rings Addition to Mount Vernon”

Additional Legal on page(s): Exhibits “A” and “B”

Assessor's Tax Parcel No's: 3727-002-010-0000 / P53021

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between, SVH PARTNERS, LLC, a Washington limited liability company (hereinafter “Grantor”) and the CITY OF MOUNT VERNON, a Washington State Municipal Corporation, (hereinafter “Grantee”):

In consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Grantor(s), is the owner of the following described parcel of property in the City of Mount Vernon, Skagit County, Washington:

See Exhibit A attached hereto and incorporated herein

All properties described in this paragraph 1 are known collectively hereinafter as “Grantor’s Parcel”

- 2) **EASEMENT:** The non-exclusive easement conveyed herein is more particularly described

Easement – Right of Way

as follows:

Grantee shall have the right to regulate and use the area(s) described in the attached Exhibit "B" (the "Easement Area") and depicted on Exhibit "C" dedicated as and for right(s) of way for public travel and other street, sidewalk and utility purposes. Such use shall include, but not be limited to the following: (1) the right of ingress and egress through and along the Easement Area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, rights of way, and any other appurtenances or related elements, including, but not limited to, signs, curbs, gutters, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by the Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights of way that are located in the Easement Area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the Easement Area.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the Easement Area. Grantor shall not authorize or otherwise take any action to permit any person or entity to interfere with Grantee's use of the Easement Area.

All oil, gas and mineral rights are reserved to Grantor(s), provided that Grantor(s) shall not use a method of extraction that unreasonably interferes with or impairs in any way the exercise of Grantee's rights herein, or Grantee's use of the Easement Area; Nor shall Grantor(s) permit another person or entity to use a method of extraction that unreasonably interferes with or impairs in any way the exercise of Grantee's rights herein, or Grantee's use of the Easement Area, except to the extent that any such person or entity has an existing right or entitlement to use such method of extraction.

- 3) SIGHT OBSTRUCTIONS: In the event hazardous conditions exists to any public roadways in the Easement Area due to the presence of sight-obstructions caused by roadside vegetation, Grantor grants Grantee the right to trim or remove all vegetation causing such site obstructions regardless of whether the sight obstruction exists within or adjacent to the Easement Area.
- 4) GRANT: Grantor(s) hereby grants and conveys to Grantee, City of Mount Vernon, a Washington State municipal corporation, its successors, assigns, principals, and agents, the Easement identified above, over under and across Grantor's Parcel, which Easement Area is more particularly described above.

- 5) **WARRANTY.** Grantor(s) warrant(s) that he/she/they are seized of the real property interests that are granted in this instrument. Grantor(s) warrant(s) that he/she/they have the right to grant, and dedicate to the City of Mount Vernon, for public use, the real property interests that are granted in this instrument. Grantor(s) warrant(s) that the real property interests that are granted in this instrument are not encumbered, except for that certain Deed of Trust given by Grantor to Washington Federal Bank, which Deed of Trust is dated on or about April 27, 2022, and recorded April 28, 2022 under Skagit County Auditor's File Number 202204280065 (the "WaFed DOT"). Except where legally justified, Grantor(s) warrant(s) that Grantee will not be disturbed in Grantee's regulation and use of the real property interests that are granted in this instrument due to a person or entity having superior title. Furthermore, Grantor(s) warrant(s) that Grantor(s) and his/her/their successors and assigns will defend against claims and will compensate the Grantee for any loss that the Grantee may sustain due to a person or entity having superior title, other than those arising from the WaFed DOT.
- 6) **DEDICATION OF EASEMENT AREA:** The Easement shall remain in effect in perpetuity unless terminated by Grantee. The benefits, burdens and covenants of this easement and this Agreement shall be deemed to run with the land and bind the owners of Grantor's Parcel, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties signed this Easement Agreement as of this 29th day of September, 2023.

GRANTOR:

SVH PARTNERS, LLC

By: SVH MANAGER, LLC
Its: Manager



By: Joel Aslanian
Its: Manager

///

///

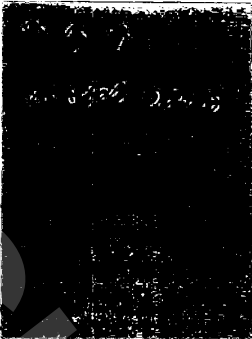
GRANTEE

APPROVED AS TO FORM

John MAYOR
City of Mount Vernon
Accepted By: (Insert title)

[Signature]
MOUNT VERNON CITY ATTORNEY

State of Washington)
) ss
County of Skagit)



I certify that I know [redacted] evidence that JOEL ASLANIAN is the person who appeared before me, and [redacted] acknowledged that he/she signed this instrument, on oath stated that he/she was [redacted] the instrument and acknowledged it as the MANAGER of SVH MANA [redacted] ton limited liability company, in its capacity as the MANAGER of SVH P [redacted], Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9/19/2023
[Signature]
(Signature)
NOTARY PUBLIC
Matthew Brennan
Print Name of Notary
My appointment expires: 11/05/2023

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jill Boudreau 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 Mayor of Mount Vernon, WA to be the free and voluntary act and deed of said Mayor of Mount Vernon, WA, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of September, 2023.

(SEAL)



Kerri A. Grechishkin

Notary Public

Residing at Mount Vernon, WA

My appointment expires 5/11/27

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lots 9, 10, 11, 12, 13, 14, 15, and 16, Block 2, "HARTLEY AND RINGS ADDITION TO MOUNT VERNON", as per plat recorded in Volume 6 of Plats, Page 16, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF LOT 16, BLOCK 2, "HARTLEY & RINGS ADDITION TO MOUNT VERNON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 16, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16;
THENCE SOUTH $01^{\circ}19'01''$ WEST ALONG THE EASTERLY BOUNDARY OF SAID LOT 16, AND PARALLEL WITH THE CENTERLINE OF SOUTH 13TH STREET, A DISTANCE OF 6.00 FEET;
THENCE NORTH $43^{\circ}27'54''$ WEST, A DISTANCE OF 5.96 FEET, MORE OR LESS, TO A POINT 1.80 FEET SOUTH OF THE NORTHERLY BOUNDARY OF SAID LOT 16;
THENCE NORTH $88^{\circ}14'49''$ WEST, PARALLEL WITH THE CENTERLINE OF EAST DIVISION STREET AND SAID NORTHERLY BOUNDARY, A DISTANCE OF 95.85 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 16 WHICH IS ALSO THE EASTERLY BOUNDARY OF THE 16-FOOT WIDE ALLEY RIGHT-OF-WAY;
THENCE NORTH $01^{\circ}18'48''$ EAST, A DISTANCE OF 1.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 16;
THENCE SOUTH $88^{\circ}14'49''$ EAST, PARALLEL WITH SAID CENTERLINE OF EAST DIVISION STREET, A DISTANCE OF 100.05' FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINS 189 SQUARE FEET, MORE OR LESS.

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

16' ALLEY

N 118°45' E
180'

30'

SIDEWALK EASEMENT

LOT 18

BLOCK 2
HARTLEY & RINGS
ADDITION
V.6, P.16

S 88°11'27" E 160.05'
N 88°44'49" W 92.46'

N 43°27'54" W 5.96'

S 11°59'01" W 6.00'

30'

E DIVISION STREET

0 20 40
IN FEET
SCALE: 1" = 20'

SOUTH 13TH STREET

EXHIBIT C

SCALE: 1" = 20' APPROVED BY: DATE: 2/2/2023

FOR
SYN PARTNERS LLC

BEING A P.N. OF THE N.E. 1/4 OF THE S.W. 1/4
SEC. 20 TOWNSHIP 34 NORTH RANGE 4 EAST, WM.
WATKINS COUNTY, OK.

JOB NUMBER:
08000

STATE OF OKLAHOMA
LARRY STEELE & ASSOCIATES
LAND SURVEYORS

DATE: 2/2/2023

APPROVED BY: [Signature]

FOR
SYN PARTNERS LLC

BEING A P.N. OF THE N.E. 1/4 OF THE S.W. 1/4
SEC. 20 TOWNSHIP 34 NORTH RANGE 4 EAST, WM.
WATKINS COUNTY, OK.

JOB NUMBER:
08000