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

After Recording Return to:
City of Mount Vernon
910 Cleveland Ave.
Mount Vernon, WA 98273

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>Kaylee Gudman</u>
DATE	<u>10/4/2023</u>

Document Title:

Easement

Grantor(s):

SVH PARTNERS, LLC, a Washington limited liability company

Grantee:

CITY OF MOUNT VERNON, a Washington Municipal Corporation

Abbreviated Legal Description:

Ptn Lot 5, Block 2, "HARTLEY & RINGS ADDITION TO MOUNT VERNON"

Full Legal Description:

Attached Exhibits "A", "B" and "C"

Assessor's Tax Parcel No:

3727-002-006-0006 / P53018

Easement – Storm Water – Lot 5

EASEMENT FOR STORMWATER FACILITIES

THIS EASEMENT is between SVH PARTNERS LLC, a Washington limited liability company hereafter referred to as Grantor and the CITY OF MOUNT VERNON, a political subdivision of the State of Washington, hereinafter referred to as the Grantee (collectively the parties) for the purpose of establishing a non-revocable, non-exclusive, perpetual easement over, under and across certain real property for stormwater facilities.

RECITALS

- A. Grantor is the owner of that certain real property (the Property) situated in the City of Mount Vernon, Skagit County, State of Washington legally described on **Exhibit A** attached hereto and incorporated herein by this reference.
- B. Grantor is currently or has recently engaged in certain development activities on the Property to construct a new, 3 story, 61,357 square foot medical office building, known as the 13th Street Outpatient Surgical Center, requiring one or more permits or approvals from the Grantee.
- C. A newly constructed, stormwater conveyance line is located north of the new 13th Street Outpatient Surgical Center and may, at times, serve the new 13th Street Outpatient Surgical Center and also public improvements.
- D. This instrument sets forth the terms and conditions through which the Grantor shall grant the Grantee an easement and rights to the stormwater facilities over the Property.

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 does hereby grant and convey to Grantee, its successors, heirs, and assigns, a permanent, non-exclusive easement in, over, on, under, across and through a portion of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Except as may be otherwise set forth herein, Grantee's Easement and all rights thereto shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "B" AND EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

1. **Purpose and Scope of Easement.** The Easement is granted for the purpose of accessing, repairing, replacing, operating and maintaining storm sewer lines, and other appurtenances related to the stormwater facilities. Grantee may construct, or cause to be constructed, maintain, replace, reconstruct, and remove stormwater facilities, with all appurtenances incident thereto or necessary therewith, in and across the said Easement Area and the right of ingress and egress over, and under and across the described Easement Area at any and all times for the purposes of doing anything necessary or useful or convenient for the enjoyment of the Easement hereby granted.
2. **Obstructions.** Grantee may from time to time need to remove and dispose of vegetation, trees, or other obstructions within the Easement Area in order to carry out the purposes of the Easement. Grantee shall also have the right to control, on a continuing basis and by any prudent and

reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Grantor's Use of Easement Area.** Grantor, its heirs and assigns, reserve the right and privilege to use the Easement Area, at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privilege herein granted. Grantor, its heirs and assigns shall refrain from construction or placing any buildings or improvements or fencing upon the above-described premises unless written permission is granted. Grantee shall under no circumstances be held responsible for the restoration of any buildings or improvements upon the above-described premises, if said improvements are in any way disturbed during the exercise of the above-described easement privileges. Grantee shall restore fencing or other barriers erected to restrict access to the Easement Area to authorized persons if damaged by Grantee.
4. **Grantor's conveyance of stormwater improvements.** To the extent Grantor has ownership to any stormwater facilities, stormwater improvements or the stormwater facilities as defined herein located in the Easement Area, Grantor conveys all rights to such improvements to the Grantee. This shall not include any stormwater facilities serving the new 13th Street Outpatient Surgical Center existing outside the Easement Area or which do not function or serve public improvements.
4. **Hold harmless.** Grantor shall forever hold harmless, defend, and indemnify the Grantee from any loss, damage, injury or death arising from any act or omission of Grantor, its invitees, licensees, employees or agents resulting from or arising out of this Agreement.

Grantee shall forever hold harmless, defend, and indemnify the Grantor from any loss, damage, injury or death arising from any act or omission of Grantee, its invitees, licensees, employees or agents resulting from or arising out of this Agreement.
5. **Grantor's Representations.** Notwithstanding the Easement granted herein is without warranty, Grantor represents 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 free of liability for any lien or encumbrance previously placed thereon by Grantor, 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.
6. **Successors.** This instrument shall bind the parties' successors and assigns, and whoever has possession of the Easement Area, 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.
7. **Governing Law.** This instrument shall be governed by and construed in accordance with the laws of the State of Washington.
8. **Venue.** The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

By its signature(s) set forth herein below, Grantee hereby accepts the foregoing grant of this Easement subject to the terms and conditions herein contained.

SIGNED AND APPROVED this 25TH day of SEPTEMBER, 2023.

GRANTOR:

SVH PARTNERS, LLC

By: SVH MANAGER, LLC

Its: Manager

By: Joel Aslanian

Its: Manager

CITY OF MOUNT VERNON

Approved as to form:


Signature of Development Services Director or
Designee


City Attorney

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that JOEL ASLANIAN 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 MANAGER of SVH MANAGER, LLC, a Washington limited liability company, in its capacity as the MANAGER of SVH PARTNERS, LLC, a 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

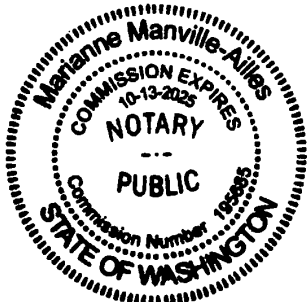
My appointment expires: 11/05/2023

STATE OF WASHINGTON }
) ss.
 COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that Stacie Protschman 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 Director of Development Services to be the free and voluntary act and deed of said Director, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of September, 2023.

(SEAL)



[Signature]

Notary Public

Residing at Burlington

My appointment expires 10/13/2025

EXHIBIT A

Legal Description of Grantor's Property

LOTS 5, 6, 7, & 8, BLOCK 2, "HARTLEY & 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.

Easement – Storm Water – Lot 5

EXHIBIT B

Legal Description and Map of Easement Area

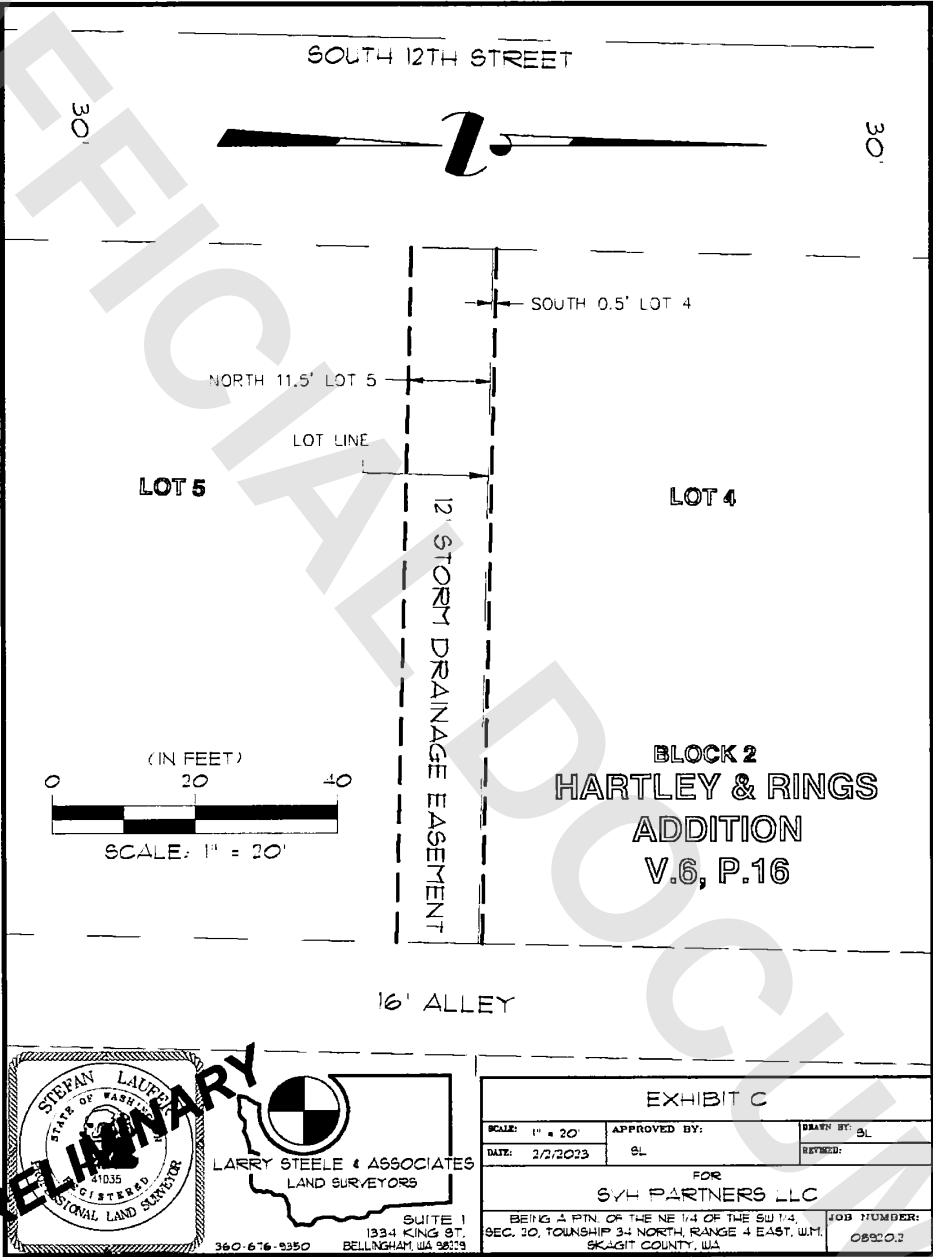
THE NORTH 11.50 FEET OF LOT 5, BLOCK 2, "HARTLEY & RINGS ADDITION TO MOUNT VERNON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 16, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEING THE SOUTH 11.50 FEET OF A 12-FOOT WIDE EASEMENT LYING OVER AND ACROSS THAT PORTION OF SAID LOT 5 DESCRIBED HEREINABOVE.

SAID PORTION CONTAINS 1,150 SQUARE FEET, MORE OR LESS.

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

EXHIBIT C
Map of Easement Area



Easement – Storm Water – Lot 5