

Return Address:

City of Anacortes
Legal Department
PO Box 547
Anacortes WA 98221

Attn/Carol Yates



201011050147
Skagit County Auditor

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Document Title(s) (for transactions contained therein):

1. license Agreement

GUARDIAN NORTHWEST TITLE CO.

2.

3.

4.

ACCOMMODATION RECORDING ONLY

Reference Number(s) of Documents assigned or released:
(on page of documents(s))

m9506

Grantor(s)

1. 3 E Development, LLC

2.

3.

4.

Additional Names on page

of document.

Grantee(s)

1. City of Anacortes

2.

3.

4.

Additional Names on page

of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

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Additional legal is on page 10 of document.

Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RETURN TO:

HUGH LEWIS,
ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 220
BELLINGHAM, WA 98226-6643

TITLE OF DOCUMENT:

GRANTOR:

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

FULL LEGAL:

ASSESSOR'S TAX PARCEL NOS.:

LICENSE AGREEMENT

3 E DEVELOPMENT, LLC

CITY OF ANACORTES

LOTS 11-16, PTN LOT 17, BLOCK 32 ANACORTES

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LICENSE AGREEMENT

This License Agreement is made between 3 E DEVELOPMENT, LLC, a Washington Limited Liability Company (hereinafter referred to as the "Grantor"), and CITY OF ANACORTES, a Municipal Corporation, (hereinafter referred to as the "Grantee"), on this 25th day of October, 2010.

The following recitals of fact are a material part of this instrument, and shall be construed as covenants of the parties:

A. The Grantor is the owner of a parcel of real property located in Skagit County, Washington ["Grantor's Parcel"], which is legally described below:

See attached Exhibit "A".

B. The Grantor has constructed a building located on the Grantor's Parcel known as the 315 "O" Avenue Building, having obtained building permits and certain financial concessions from Grantee to do so.

C. The Grantee wishes to receive and Grantor is willing to grant to the Grantee a License over, under and across defined portions (the License Areas) of the 315 "O" Avenue Building in which public restrooms constructed by Grantor may be maintained for the benefit of the general public, as well as by Grantor, its tenants and licensees. A sketch of the License Areas, including the location of proposed improvements, is attached hereto as Exhibit "B."

Now, therefore, in consideration of the financial concessions made by Grantee in the permitting process for the 315 "O" Avenue Building, and for other valuable consideration, the receipt



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and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made by the parties:

1. GRANT OF LICENSE - RESTROOM IMPROVEMENTS. The Grantor hereby grants to the Grantee a license to maintain for public use the mens' and womens' restrooms presently constructed in the 315 "O" Avenue Building, which will be hereinafter known as A Restroom Improvements, and to use and otherwise enjoy the License Areas, subject to the terms and conditions that follow. The Restroom Improvements have been installed within the License Areas by Grantor in accordance with plans and specifications approved in advance in writing by the Grantee, in accordance with any and all required municipal building and/or land-use permits.

2. USE OF LICENSE AREAS AND RESTROOM IMPROVEMENTS. The License Areas and the Restroom Improvements [together known as "Facilities"] have been created and shall be used solely for purposes of meeting the needs of the public for personal comfort and hygiene. The Facilities will be open during "Open Hours" defined as: Monday through Friday 8 am to 6 pm and as needed for public events. Grantee will reimburse Grantor for the actual monthly water and sewer costs associated with use of the Facilities and shall also reimburse Grantor for janitorial costs to have the License Areas and Restroom Improvements cleaned and re-supplied with restroom paper products 5 day per week [presently at the rate of \$250 per month], for the mutual benefit of the Grantee and Grantor, the tenants and licensees of Grantor, and the general public during the life of this Agreement, as described and limited in Sections 3 and 4 below.

3. LIMITATION ON RIGHTS GRANTED HEREIN. The public's rights of use of the Facilities under the terms of this License Agreement exist by permission of the Grantor. Grantor shall be responsible for maintenance, repair, replacement and insurance of the Facilities. Grantor shall maintain required ADA signage for the Facilities. The Facilities may be locked for cleaning and repairs, and during periods of time other than the "Open Hours" described in Section 2 hereof. Grantee shall provide normal police patrols of the general area of the 315 "O" Avenue Building.

4. DURATION OF LICENSE. Grantee and the general public shall have rights to use and enjoy the License Areas and the Restroom Improvements for so long as such use of the License Areas and the Restroom Improvements remains generally lawful and consistent with the normal purposes of such facilities, and provided that the facilities are not subject to repeated major vandalism. Grantor and Grantee shall take reasonable precautions to prevent the License Areas from being used for unlawful or immoral purposes, but Grantor shall notify Grantee in writing if any such unlawful or immoral use is suspected. This License is expressly revocable at the option of the Grantor in the event that improper uses of the License Areas or the Restroom Improvements or damage to the same become commonplace, in which case Grantor shall provide Grantee notice in writing not less than 30 days in advance of the termination date, specifying the reason(s) for termination. If Grantee fails to cure the default specified in the said notice within thirty days after receipt of the notice, Grantor may terminate the License. If such default cannot be reasonably cured



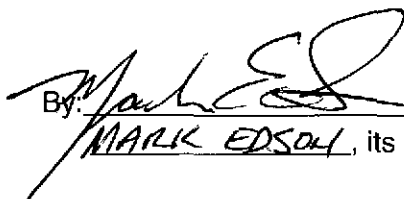
within the thirty-day period due to circumstances beyond the Grantee's control, the Grantee shall be permitted a reasonable amount of time to correct the specified deficiency, at the discretion of the Grantor. Grantee may also terminate this License on thirty days' advance written notice to Grantor. In the event that the License is terminated within a period of five years from the date of its mutual acceptance by the Parties, Grantor shall refund to Grantee the unamortized portion of the financial concessions made by Grantee to Grantor as consideration for this Agreement.

5. INSURANCE - INDEMNITY. Risk of loss to the Restroom Improvements shall be borne solely by Grantor who shall acquire property insurance and general liability insurance covering loss or damage to the Restroom Improvements and bodily injury or property damage resulting from the construction, maintenance, replacement and/or use thereof.

6. BENEFITS AND BURDENS - BINDING EQUITABLE SERVITUDES. The provisions of this Agreement shall benefit, burden, and run with the Parcel above-described; the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and of their respective successors, assigns, beneficiaries, grantees, devisees, heirs at law, next of kin, personal and legal representatives, without limitation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed and both parties have accepted the benefits and burdens of this instrument as of the date first written above.

GRANTOR: 3 E DEVELOPMENT, LLC

By: 

MARK EDSON, its Manager

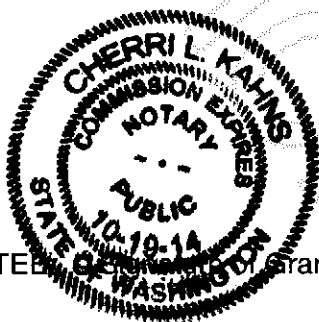
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STATE OF WASHINGTON           )  
COUNTY OF SKAGIT         ) ss.

I hereby certify that I know or have satisfactory evidence that Mark Edson is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Manager of 3 E DEVELOPMENT, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 25, 2010.



Chen Zhaohu

NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 10-19-14

GRANTED. Signature of Grantee appears on page 5 hereof.



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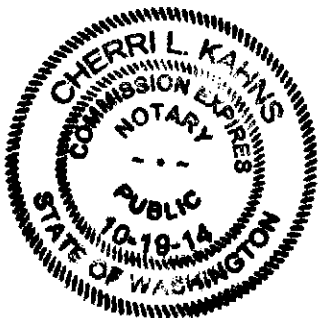
GRANTEE: CITY OF ANACORTES

By: H. Dean Maxwell 10/22/10  
\_\_\_\_\_, its Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that H. Dean Maxwell is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF ANACORTES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 22, 2010.



Cherril Kahns  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 10-19-14



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Skagit County Auditor

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Parcel A: Lots 11 through 16 inclusive, Block 32 Anacortes

Parcel B: The West 26 feet of Lot 17, Block 32 Anacortes, as per Survey thereof recorded at Auditor's File No. 200805290092, Records of Skagit County, Washington.

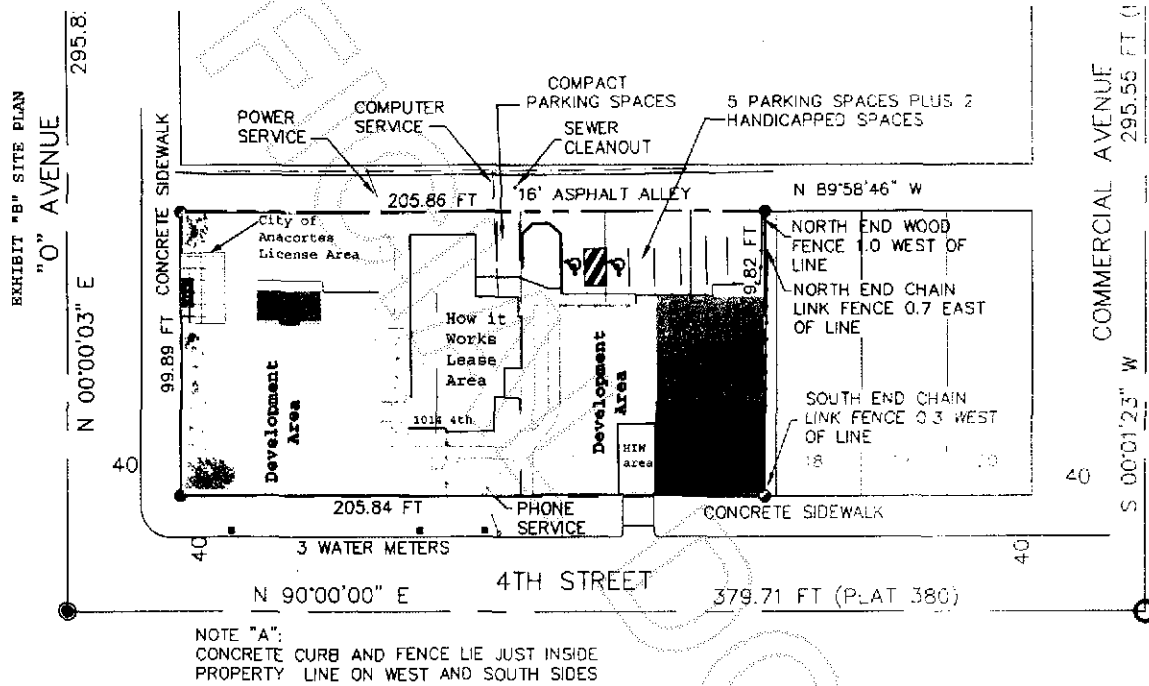


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# EXHIBIT "B"

## SKETCH OF LICENSE AREAS



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