



201411070036

Skagit County Auditor

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7 11:37AM

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
City of Burlington
City Attorney's Office
833 South Spruce Street
Burlington, WA 98233

EASEMENT FOR ACCESS

GRANTOR: AGREE BURLINGTON, LLC, a Delaware limited liability company
GRANTEE(s): CITY OF BURLINGTON, a Washington municipal corporation
Abbreviated Legal: *LOTS 19, 20, 21, 22, 23 AND 24 BLOCK 6 KNUTZENS ADDITION TO THE TOWN OF BURLINGTON*
Assessor's Tax Parcel No's: 4089-006-019-0002 (P72734), 4089-006-024-0005 (P72735)

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between AGREE BURLINGTON, LLC, a Delaware limited liability company (hereinafter "GRANTOR"), and the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter "GRANTEE").

RECITALS:

- A. GRANTOR is the owner of certain real property in Skagit County, Washington, legally described on Exhibit "A", attached hereto (the "Property").
- B. GRANTEE is a Washington municipal corporation, .

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) GRANTOR hereby grants to GRANTEE a non-exclusive perpetual easement for the construction, installation, maintenance, and repair of a public sidewalk, and related infrastructure necessary or convenient to allow public use of such sidewalk facility, together with right of public conveyance over and across the easement area, which easement area is described in the attached Exhibit "B" (the "Easement Area"). GRANTOR expressly reserves all other property rights with respect to the Easement Area and shall have the right to use and develop the Easement Area in any manner that does not unreasonably interfere with the use of the sidewalk.

2) GRANTOR, further grants to GRANTEE, a non-exclusive temporary construction easement for the construction and installation of a public sidewalk together with ingress and egress thereto for GRANTEE and GRANTEE'S employees, agents, and contractors over, under and across the property described on Exhibit "B" attached hereto. The temporary construction easement described herein shall terminate upon completion of the construction and installation of the public sidewalk.

3) The GRANTEE when exercising its rights to install improvements in the easement area shall notify GRANTOR of the intended activity and shall restore the Easement Area to a good, safe, neat and proper condition following all work. The parties recognize and acknowledge that construction of the sidewalk described herein may be at a different grade or elevation from the existing grade; provided, however, in the event construction of the sidewalk described herein creates hazardous and/or dangerous grade changes, GRANTEE shall construct and use all reasonably appropriate means to safeguard the public from any such hazardous grade changes.

4) GRANTEE shall at all times, at GRANTEE'S sole cost and expense, construct, install, operate, insure, repair, restore, replace and maintain the Easement Area in a good, safe, neat and proper condition, to the satisfaction of Grantor in its sole and absolute discretion. GRANTOR's maintenance obligations of the Easement Area shall include snow and debris removal. All repairs, restoration, replacement, and maintenance to the Easement Area shall be performed by GRANTOR in a prompt and timely manner. Upon GRANTOR's request, GRANTEE shall deliver to GRANTOR a certificate of insurance evidencing insurance coverage required herein.

5) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by the operation of law. Notwithstanding the foregoing, in the event Easement Area is no longer used for the purposes granted herein, the GRANTEE shall be deemed as having abandoned the Easement Area and this Agreement shall automatically terminate without any prior written notice to GRANTEE.

6) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind the owners of the real property described in Exhibits "A," and "B," the GRANTOR and GRANTEE, and their respective heirs, successors, and assigns, and all persons possessing the property by, through and under the parties hereto.

7) GRANTEE covenants to indemnify, defend and hold GRANTOR harmless from and against any and all damages, liabilities, claims and expenses (including without limitation reasonable attorneys' fees and court costs) arising from GRANTEE's use of GRANTOR's property pursuant to this Agreement, the public's use of GRANTOR's property pursuant to this Agreement and/or the conduct of GRANTEE's operations or from any activity, work, or



thing done, permitted or suffered by the GRANTEE in or about GRANTOR's real property, and shall further indemnify and hold harmless GRANTOR from and against any and all damages, liabilities, claims and expenses (including without limitation reasonable attorneys' fees and court costs) arising from any breach or default in the performance of any obligation on GRANTEE's part to be performed under the terms this Agreement.

8) The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this easement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorneys fees.

9) There are no verbal or other agreements which may modify or affect this easement. There are no other agreements between the parties relating to any easements of the subject Property other than those describe herein and this easement shall not be construed as applying to any easements not specifically described herein. This easement is an integrated, complete document and constitutes the entire agreement among the parties.

Dated this 3 day of November, 2014.

CITY OF BURLINGTON

By: [Signature]
Steve Sexton

Approved as to form:

[Signature]
City Attorney

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GRANTOR

AGREE BURLINGTON, LLC,
a Delaware limited liability company

By: [Signature]
Name: Joan N. Agree
Its: Managing Member
President / CEO

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 07 2014

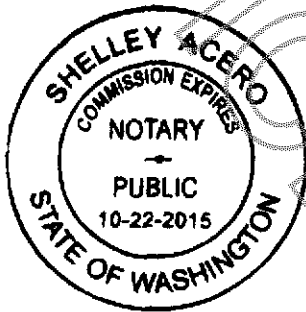
Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



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State of Washington)
) ss
County of Skagit)

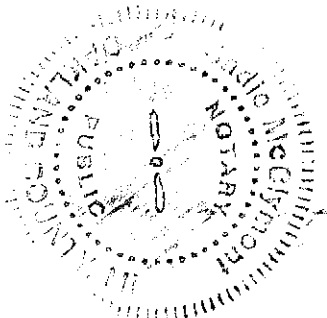
I certify that I know or have satisfactory evidence that Steve Sexton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it on behalf of the CITY OF BURLINGTON, and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 10-23-14
Shelley Acero
(Signature)
NOTARY PUBLIC
Shelley Acero
Print Name of Notary
My appointment expires: 10-22-2015

State of Michigan)
) ss
County of Oakland)

I certify that I know or have satisfactory evidence that Joel Agree 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 as Managing Member of the AGREE BURLINGTON, LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 11-3-14
Sadie McCLymont
(Signature)
NOTARY PUBLIC

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SADIE MCCLYMONT
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 21, 2020
Acting in the County of Oakland



EXHIBIT "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lots 19, 20, 21, 22, 23 and 24, Block 6, "KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON", as per plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington:

EXCEPT that portion of Lots 22, 23 and 24 conveyed to the City of Burlington under Auditor's File No. 200809240055.

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EXHIBIT "B-1"
Easement Area

All that portion of Lot 24, Block 6, Knutzen's Addition to the Town of Burlington as per Plat thereof recorded in Volume 3 of Plats, Page 80, record of Skagit County, Washington, described as follows:

Commencing at a monument marking the intersection of Sharon Street and Alder Street from which a monument marking the intersection of Cedar Street and Alder Street bears South $1^{\circ}36'26''$ West a distance of 639.87 feet; thence North $88^{\circ}20'47''$ West along the centerline of Sharon Street a distance of 38.17 feet; thence South $1^{\circ}29'13''$ West a distance of 30.00 feet to the Southerly right-of-way of Sharon Street and the True Point of Beginning, said points being on a curve, the center of which bears South $35^{\circ}29'44''$ West a distance of 37.78 feet; thence in a Southeasterly direction along the arc of said curve, through a central angle of $16^{\circ}39'05''$ a distance of 10.98 feet to a point on the Westerly right-of-way of Alder Street; thence North $1^{\circ}36'26''$ East along said right-of-way a distance of 7.37 feet to a point which bears South $88^{\circ}30'47''$ East from the True Point of Beginning; thence North $88^{\circ}30'47''$ West a distance of 8.10 feet to the True Point of Beginning.

Situate in Skagit County, State of Washington

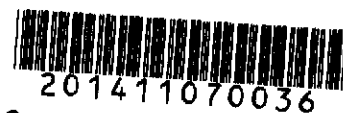
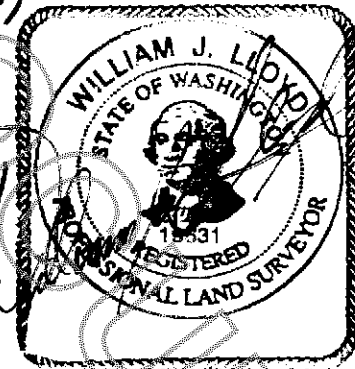
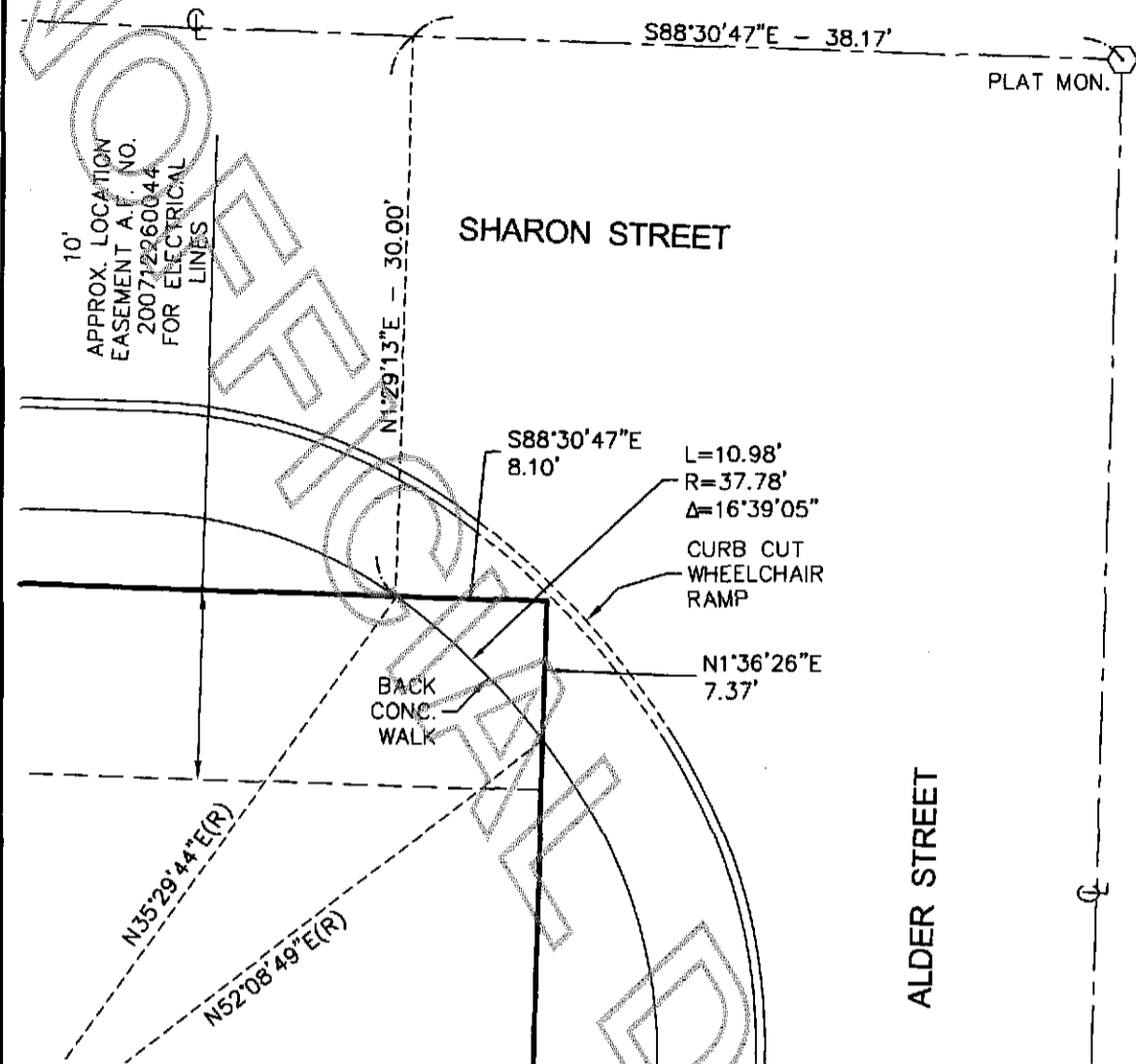


EXHIBIT B-2



1 inch = 10 ft.

JOB NO.: 19956 DATE: 6/11/2014 DWN. BY: LAF

PORT'N NW1/4, NW1/4, SEC.5, TWP.34N, RGE.4E, W.M.

SKETCH FOR:

REAL ESTATE AFFILIATES

CASCADE SURVEYING AND ENGINEERING, Inc.

P.O. BOX 326
ARLINGTON, WA

(360) 435-5551



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