

When Recorded, Return to:



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Skagit County Auditor

\$79.00

2/14/2018 Page

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6 8:36AM

TOWN OF CONCRETE

Attn: Andrea Fichter

P.O. Box 39

Concrete WA 98237

LICENSE AGREEMENT

Grantor:	<u>GLACIER NORTHWEST, INC.</u>
Grantee:	<u>TOWN OF CONCRETE</u>
Legal Description (abbreviated):	<u>PTN SE1/4 NW1/4 Sec. 11, TWP 35N, R8E, W.M.</u>
<input checked="" type="checkbox"/> Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>P43765</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

THIS LICENSE AGREEMENT ("**License**") is dated for reference purposes January 8, 2018 and is made and entered into by GLACIER NORTHWEST, INC., a Washington corporation, as "**Grantor**" and the TOWN OF CONCRETE, a Washington municipal corporation, as "**Grantee**".

RECITALS

A. Grantor is the owner of certain real property located in Concrete, Skagit County, Washington and legally described in the attached EXHIBIT A (the "**Property**").

B. Grantee desires to obtain and Grantor is willing to grant a license to develop and use the Property as a public park, subject to the terms and conditions herein.

AGREEMENTS

In consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

1. Grant of License. Grantor hereby conveys and grants to Grantee a license on, over, and across the Property for the purpose of developing and maintaining a park for use by the public.

2. Terms and Conditions of Use of the Property.

2.1. Construction. Grantee shall be solely responsible for constructing improvements of any kind on the Property, subject to prior written approval of the construction plans by Grantor, which approval shall not unreasonably be withheld. All construction and installation activities shall be done in full compliance with applicable laws, rules and regulations, and with customary insurance coverages. Grantee shall promptly pay or cause to be paid all contractors and all other persons furnishing labor, services, or materials for the Property or the Facilities at the direction of the Grantee, and shall keep the Property free and clear of all liens related to the provision of such labor, services, or materials.

2.2. Maintenance, Repair and Replacement. Grantee is solely responsible for maintaining the Property and for maintaining, repairing, and replacing the Facilities throughout the term of this License.

2.3. Insurance. Before opening the Property for use by the public as a park, Grantee shall submit to Grantor certificates of insurance evidencing Grantee's insurance for Grantor's approval, which approval shall not unreasonably be withheld. The types and amounts of coverage shall be customary for the intended use of the Property. The certificates shall name Grantor as an additional insured, upon Grantor's request.

3. Restrictions and Reservations. Grantor expressly reserves the right to enter upon and make use of the Property for any purpose or use not inconsistent with this License. Grantor further reserves the right to grant any other license, easement or right-of-way over, under or across the Property so long as such uses are not inconsistent with this License.

4. Indemnification. Grantee shall indemnify, release, and hold harmless, Grantor and its directors, officers, shareholders, members, parents, affiliates, employees, agents, successors, and assigns from and against any and all claims, proceedings, actions, demands, liabilities, damages, fines, costs, expenses, and attorneys' fees of any nature whatsoever, arising out of, in connection with, or in any way relating to Grantee's exercise of the rights herein granted or the use of, or access to the Property by Grantee or Grantee's agents, employees, contractors, licensees, permittees, invitees or visitors.

5. Assignment. Grantee may not sublease or sublet the Property or assign or transfer this License, or any interest herein, without the prior written consent and approval of Grantor.

6. **Notices.** All notices provided for herein may be delivered in person or by overnight courier, or mailed in the United States mail postage prepaid, certified, and, if mailed, shall be considered delivered three (3) days after deposit in such mail. The addresses to be used in connection with correspondence and notices are the following, or such other addresses as a party shall from time to time direct:

Grantor:

Glacier Northwest, Inc.
5975 East Marginal Way S
Seattle, WA 98134
Attention: Vice President & General
Manager/Northwest Division

With a copy to:

General Counsel
CalPortland Company
2025 E. Financial Way
Glendora, CA 91741

Grantee:

Town of Concrete

P.O. Box 39
Concrete, WA 98237

With a copy to:

7. **Termination.** This License shall terminate if (a) the Property ceases to be used by Grantee for use as a public park or (b) upon six (6) months' written notice by Grantor to Grantee.

[Remainder of the page left blank; signatures on following pages.]

EXECUTED as of the day and year first above written.

GRANTOR:

GLACIER NORTHWEST, INC.,
a Washington corporation

By [Signature]
V.P. / G.M.

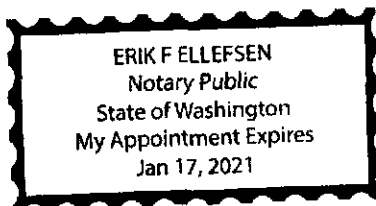
STATE OF WASHINGTON }

ss.

COUNTY OF KING

On this day personally appeared before me SCOTT NICHOLSON, to me known to be the V.P. / G.M. of **GLACIER NORTHWEST, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation and limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of
Jan, 2018.



[Signature]
Printed Name ERIK ELLEFSEN
NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE WA
My Commission Expires 1-17-21

GRANTEE:

TOWN OF CONCRETE, a Washington
municipal corporation

By: Jason Miller
Mayor
Jason Miller

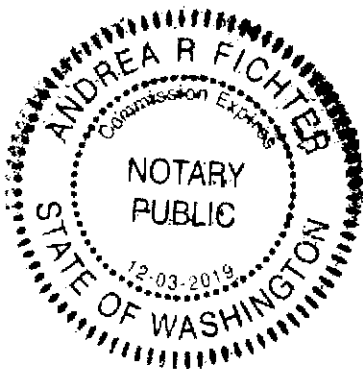
STATE OF WASHINGTON }

ss.

COUNTY OF Sagit

On this day personally appeared before me Jason Miller, to me known to be the Mayor of **THE TOWN OF CONCRETE**, the municipal corporation organized under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8th day of January, 2018.



Andrea R Fichter
Printed Name Andrea R Fichter
NOTARY PUBLIC in and for the State of Washington,
residing at Concrete WA
My Commission Expires 12/03/19

EXHIBIT A

Legal Description of the Property

PARCEL "G-5"

THAT PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, N.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE RAILROAD RIGHT OF WAY AND THE NORTH AND SOUTH CENTER LINE OF THE NORTHWEST QUARTER SAID SECTION 11; THENCE SOUTHEASTERLY $31^{\circ}27'30''$ 521.7 FEET; THENCE SOUTH 40 FEET; THENCE S81 606.63 FEET; THENCE NORTH 349.64 FEET TO THE POINT OF BEGINNING EXCEPT COUNTY ROAD AND EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A STONE MONUMENT NEAR THE INTERSECTION OF FORREST AVENUE, THENCE RUNNING $16^{\circ}52'$ EAST A DISTANCE OF 39.4 FEET TO THE POINT OF TRUE BEGINNING, THENCE NORTH $82^{\circ}55'$ WEST A DISTANCE OF 40 FEET; THENCE NORTH $7^{\circ}05'$ EAST 168.75 FEET, THENCE NORTH $82^{\circ}55'$ WEST 155 FEET, THENCE NORTH $7^{\circ}05'$ EAST 142.45 FEET, THENCE NORTH $80^{\circ}10'$ EAST 43.93 FEET, THENCE SOUTH $82^{\circ}55'$ EAST 123 FEET, THENCE NORTH $7^{\circ}05'$ EAST 70.5 FEET, THENCE NORTH $82^{\circ}55'$ WEST 201 FEET, THENCE NORTH $7^{\circ}05'$ EAST 60.6 FEET, THENCE NORTH $39^{\circ}40'$ WEST 104.35 FEET, THENCE NORTH $37^{\circ}32'30''$ EAST 113.9 FEET, THENCE NORTH $32^{\circ}27'30''$ WEST ALONG THE SOUTHERLY BOUNDARY OF THE GREAT NORTHERN RAILROAD RIGHT OF WAY 79.51 FEET, THENCE CONTINUING ALONG SAID BOUNDARY OF SAID RIGHT OF WAY ON THE ARC OF A CURVE OF 566.86 FEET RADIUS, A DISTANCE OF 589.72 FEET, THENCE SOUTH $76^{\circ}49'30''$ WEST ALONG SAID BOUNDARY OF SAID RIGHT OF WAY A DISTANCE OF 163.8 FEET MORE OR LESS TO THE EASTERLY BANK OF BAKER RIVER, THENCE RUNNING SOUTH $26^{\circ}34'15''$ EAST ALONG THE EASTERLY BANK OF BAKER RIVER A

DISTANCE OF 240.23 FEET, THENCE SOUTH $31^{\circ}23'30''$ EAST 160.31 FEET, THENCE SOUTH $25^{\circ}33'15''$ EAST 243.30 FEET, THENCE SOUTH $44^{\circ}03'15''$ EAST 112.42 FEET, THENCE SOUTH $45^{\circ}10'$ EAST 39.2 FEET, THENCE SOUTH $42^{\circ}13'$ EAST 444.5 FEET; THENCE SOUTH $43^{\circ}06'$ EAST 276.8 FEET; THENCE SOUTH $50^{\circ}21'$ EAST 11.15 FEET, THENCE LEAVING THE EASTERLY BANK OF BAKER RIVER AND RUNNING NORTH $7^{\circ}05'$ EAST 436.96 FEET TO THE POINT OF TRUE BEGINNING. COMMENCING AT A POINT ON THE WEST BOUNDARY OF EVERETT AVENUE, WHICH POINT IS 70.5 FEET NORTHERLY OF THE NORTHEAST CORNER OF LOT 1, BLOCK 3, CEMENT CITY ADDITION; THENCE NORTH $77^{\circ}34'$ WEST 191 FEET; THENCE NORTH $34^{\circ}44'$ EAST 170.81 FEET TO THE SOUTH BOUNDARY OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY; THENCE EASTERLY ALONG SAID SOUTH BOUNDARY OF SAID RIGHT OF WAY TO THE POINT WHERE SAID RIGHT OF WAY INTERSECTS THE WEST BOUNDARY OF EVERETT AVENUE; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY OF EVERETT AVENUE TO THE POINT OF BEGINNING.