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11/07/2018 11:41 AM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

After recording, please return to:

Skagit Transit  
600 County Shop Lane  
Burlington, WA 98233

**EASEMENT AGREEMENT FOR CONSTRUCTION, LOCATION, AND  
MAINTENANCE OF BUS SHELTER**

Grantor: THE SKAGIT VALLEY FAMILY YMCA

Grantee: SKAGIT TRANSIT SYSTEM

Legal Descriptions/ Parcel Numbers:

Legal Description; Parcel Numbers Lot 1, Short Plat No. PL 12-018, "Salem Short Plat," approved May 29, 2012, recorded June 5, 2012, under Skagit County Auditor's File No. 201206050038, being a portion of Lot 1, Short Plat No. MV-8-94, approved July 1, 1997, all being a portion of Government Lot 7, Section 8, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

P116052 / XrefID 340408-0-013-0600

(See Page 2 for Legal Description of Easement Area)

This Agreement for Easements for Location of Bus Shelter, Access and Construction (Agreement) is entered this 22 day of OCTOBER, 2018, by THE SKAGIT VALLEY FAMILY YMCA, a Washington nonprofit corporation, as Grantor (Skagit YMCA), and SKAGIT TRANSIT SYSTEM, a public transportation benefit area and a Washington municipal corporation, as Grantee (Skagit Transit). The Agreement is made based on the following facts:

A. Skagit YMCA owns the real property described above (Property).

B. Skagit Transit is a public transportation benefit area formed under the authority of Chapter 36.57A of the Revised Code of Washington (RCW). Skagit Transit has the authority, under RCW 36.57A.080, to contract with private entities for the use of lands, interests in lands and rights-of-way for the purpose of constructing and/or operating facilities.

Agreement for Easement  
Page 1

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 05 2018

Amount Paid \$  
Skagit Co. Treasurer  
By BT Deputy

C. Public transportation access to the Property is beneficial to the public, including the persons served by Skagit YMCA and Skagit Transit.

D. Skagit Transit wishes to construct a bus shelter to serve as a bus stop on Hoag Road within the City of Mount Vernon, located partially on the Property and partially within the public right-of-way, as more particularly described below.

E. The parties wish to establish and confirm Skagit Transit's right of ingress and egress onto the Property for public transportation services, and Skagit Transit's right to use a portion of the Property to locate, construct, operate and maintain a bus shelter, on the terms set forth below.

Skagit YMCA and Skagit Transit acknowledge and agree that they will each receive mutual benefits as a result of this Agreement, and in consideration of those benefits they agree as follows:

1. Grant of Easements and Covenants. Subject to the terms of this Agreement, Skagit YMCA hereby grants and conveys to Skagit Transit an easement in gross and covenant over and across the Property, for the purpose of constructing, operating, accessing, maintaining, and reconstructing a bus shelter. Skagit YMCA further grants and conveys to Skagit Transit a construction easement over and across the Property for the construction (and reconstruction, if necessary) of the bus shelter. The location, duration, and condition of the easements created by this Agreement (collectively "Easements" or "Easement Areas") are set forth below.

2. Easement in Gross; Benefit; Assignability. Rather than being appurtenant to any particular real property, the Easements created hereby are easements in gross for the sole benefit of Skagit Transit. The Easement Areas may be used by Skagit Transit and its employees, contractors, agents, and public transportation users/passengers (collectively, Permittees). The Easement may also be assigned by Skagit Transit to a successor agency or entity that may, in the future, carry out a public transportation purpose that is substantially similar to Skagit Transit's.

3. Easement Areas, Term/Duration, and Exclusivity. The areas and durations of the Easements, and the provisions regarding exclusive or non-exclusive use of the Easement Areas, are as follows:

a. Bus Shelter Easement. The easement hereby created for the location, operation, access and maintenance of the bus shelter (Bus Shelter Easement) shall be located on, over and across the southerly five (5) feet of the Property, in the actual as-built location where the bus shelter is to be constructed, adjacent to and just northwest of the intersection of the sidewalk running north/south to the Skagit YMCA's facility and the City's sidewalk running parallel to

Hoag Road, as generally depicted on the attached Exhibit A (which is incorporated herein by this reference). The Bus Shelter Easement Area shall consist of a segment in the south five feet of the Property which is twelve (12) feet in length, to accommodate a twelve-foot by six-foot concrete pad which will extend into the City's right-of-way, and a bus shelter structure situated on top of the pad which measures approximately ten (10) feet by five (5) feet. The Bus Shelter Easement shall be perpetual in duration, and Skagit Transit shall have exclusive use of the Bus Shelter Easement Area. "Exclusive use" includes use by those specified in Section 2 above.

b. Construction Easement. Skagit YMCA acknowledges and agrees that the initial construction of the bus shelter, as well as any future reconstruction that may be necessary (Construction Easement), may require use of an area beyond the perimeter of the Bus Shelter Easement. Accordingly, the Construction Easement created hereby shall be over, through, across and upon that portion of the Property surrounding and including the Bus Shelter Easement and Access Easement Areas as reasonably necessary to accomplish the construction of the bus shelter (as well as any future reconstruction that may be necessary). The Construction Easement shall be non-exclusive.

The term of the Construction Easement shall be temporary, with the duration of the easement for initial construction ending within sixty (60) days of commencement of construction. In the event construction cannot be completed within the sixty-day period, Skagit Transit shall provide Skagit YMCA with written notice of the delay and the anticipated completion date, and Skagit YMCA will agree to an extension of the Construction Easement. In any event, construction must be completed no later than one hundred twenty (120) calendar days of commencement, unless otherwise agreed in writing by Skagit YMCA.

In the event the bus shelter must be substantially reconstructed (as opposed to routinely maintained or repaired), Skagit Transit shall provide Skagit YMCA with written notice of the need for such reconstruction along with a proposed schedule and new temporary construction easement, and Skagit YMCA shall respond no later than thirty (30) days from the date notice is received and shall consent to such new temporary construction easement, unless Skagit YMCA has a reasonable basis to withhold consent to the proposed schedule and/or new temporary construction easement terms.

4. Construction and Maintenance. The bus shelter and all associated improvements shall be constructed and maintained by Skagit Transit at its sole cost and expense, in a good and workmanlike manner and in accordance and in compliance with all applicable state, local and federal laws, statutes, rules, and regulations (Laws). It is agreed that Skagit Transit may work to a depth of six (6) inches in the Bus Shelter Easement Area to prepare for the concrete pad, and that the concrete pad will be level with the adjacent sidewalks when complete. Skagit Transit and its agents/contractors shall undertake all construction in such a

manner as to: (a) not unreasonably interfere with vehicular and pedestrian access to the Property; b) minimize interference with the activities of Skagit YMCA and its agents, employees, members and invitees; (c) minimize the number of unusable parking spaces during the term hereof; (d) not create a public nuisance or safety hazard; (e) not release any hazardous materials on or about the Property. The permitted hours for construction are subject to local laws, codes and ordinances. Skagit YMCA shall be named as an additional insured on any insurance policies covering the construction. Skagit Transit shall be solely responsible for obtaining any approvals from any government agency that may have jurisdiction.

Following initial construction, Skagit Transit shall provide Skagit YMCA with seven (7) calendar days written notice prior to any maintenance or repair of the bus shelter (except in the case of emergency repairs, when Skagit Transit may provide such notice as may be feasible in the circumstances), shall complete the maintenance and repairs in a workmanlike and timely manner and in accordance with all Laws, and shall promptly restore the Bus Shelter Easement and Access Easement Areas to their prior condition.

Skagit Transit shall not permit any mechanic's liens or other liens or encumbrances to be recorded against the Property. Skagit Transit shall promptly repair any and all damage to the Property caused by construction or maintenance.

5. Signage and Information Displays. In addition to the bus shelter structure, it is agreed and acknowledged that the Easement Areas may include signage and information displays including Skagit Transit's logo, route maps and general transit information. Any advertising or other signage not directly related to public transportation that is proposed to be installed or permitted by Skagit Transit within the Easement Areas shall be subject to Skagit YMCA's written consent, which will not be unreasonably withheld. Skagit Transit shall be solely responsible for obtaining any required approval of any government agency that may have jurisdiction for the placement of any such advertising. This restriction shall not apply to any advertising on any fixed route or para-transit bus.

6. Indemnification Provisions.

a. Skagit Transit shall hold harmless, save and indemnify Skagit YMCA and its directors, officers, employees and agents (Agents) from all liability, losses and damages of any kind resulting from or arising out of (i) Skagit YMCA's ownership and operation of the Property, (ii) Skagit YMCA's employees, contractors or agents' presence on the Property, or (iii) a default by Skagit Transit of its obligations under this Agreement. Accordingly, for this limited purpose, Skagit Transit waives any exclusivity protection provided by the Washington State Industrial Insurance Act. However, This indemnification shall not be applicable with respect to matters resulting from the negligence or willful acts of Skagit YMCA, and its agents, employees, contractors, members, or invitees.

b. Skagit YMCA shall hold harmless, save and indemnify Skagit Transit and its directors, officers, employees and agents (Agents) from all liability, losses and damages of any kind resulting from or arising out of (i) Skagit YMCA's ownership and operation of the Property, (ii) the actions of any of Skagit YMCA's employees, contractors or agents, or (iii) a default by Skagit YMCA of its obligations under this Agreement. Accordingly, for this limited purpose, Skagit YMCA waives any exclusivity protection provided by the Washington State Industrial Insurance Act. However, this indemnification shall not be applicable with respect to matters resulting from the negligence or willful acts of Skagit Transit, and its agents, employees, contractors, members, or invitees.

7. Obligations Run With the Land. The obligations contained in this Agreement shall be binding upon Skagit YMCA, and its assignees and successors as owners of the Property, and shall in all respects attach to the Property. The benefits and responsibilities contained in this Agreement shall inure to and be binding upon Skagit Transit and its successors and assigns.

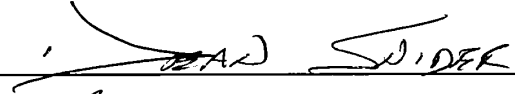
8. Severability. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

9. Governing Law. This Agreement shall be construed under the laws of the state of Washington.

11. Attorneys' Fees. In any litigation arising out of this Agreement, including appeals, the Parties will be responsible for covering their own costs and attorneys' fees.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

THE SKAGIT VALLEY FAMILY YMCA

By   
Its CEO

SKAGIT TRANSIT SYSTEM

By 

Its Executive Director

STATE OF WASHINGTON

COUNTY OF SKAGIT

) ss.

On this 22 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Dean Snider, known to me to be the CEO of THE SKAGIT VALLEY FAMILY YMCA, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

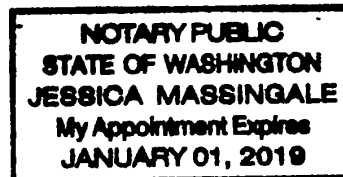
I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Jessica Massingale  
Signature

Jessica Massingale  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at Mt. Vernon.  
My commission expires Jan 1, 2019.



STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

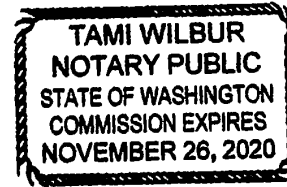
On this 24 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Dale O'Brien, known to me to be the Exec Director of SKAGIT TRANSIT, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Tami Wilbur  
Signature

Tami Wilbur  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lacrosse WA.  
My commission expires Nov 26, 2020.





[illegible]