

**Excise Tax Exempt**

Pierce County, WA

02/23/2023 11:15 AM

Electronically Submitted

EWILLIA

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02/23/2023 11:15 AM

Pages: 9 Fee: \$211.50

After recording, please return to:  
**Vancouver Door Company Inc.**  
**P.O. Box 1418**  
**Puyallup, WA 98371**

**Document Title:** Easement Agreement

**Reference Number of Related Document(s):** N/A

**Grantor(s):** Central Puget Sound Regional Transit Authority

**Grantee:** Vancouver Door Company, Inc., a Washington corporation

**Abbreviated Legal Description:** Portion of SE ¼ of NE ¼, Sec 28, T 20 N, R 04 E, W.M.

**Assessor's Tax Parcel No(s):** 0420281171

### **EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is entered by and between Central Puget Sound Regional Transit Authority d/b/a Sound Transit ("Grantor") and Vancouver Door Company, Inc, which acquired title as Vancouver Door Company, a Washington corporation ("Grantee"), and is effective as of the date of the last signature below.

1. Grant of Easement. Grantor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Grantee and its successors, assigns, agents and affiliates, subject to the terms and conditions set forth herein, a perpetual, non-exclusive easement ("Easement") over a portion of the real property legally described on **Exhibit A** (the "Property"). Grantee's easement rights shall be exercised upon that portion of the Property legally described on **Exhibit B** and depicted on **Exhibit C** hereto (the "Easement Tract").
2. Purpose of Easement. Grantee shall have the use of the Easement Tract to construct, operate, maintain, repair, replace, and remove a glue trap system (collectively, "Grantee's Facilities").
3. Grantor's Use of Easement Tract. Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract, nor alter the surface or subsurface of the Easement Tract, without providing Grantee with at least thirty (30) days' prior written notice.

**CHICAGO TITLE INSURANCE COMPANY**  
**has placed the document of record as a**  
**customer courtesy and accepts no liability**  
**for the accuracy or validity of the document.**

4. Grantee's Use of Easement Tract. Grantee's use of the Easement Tract shall be subject to the following terms and conditions:

a. Prior to any excavation, construction, work or activity that would require digging more than twenty-four (24) inches below the surface of the Easement Tract, Grantee shall submit its plans for Grantor's review and approval, which approval shall not be unreasonably withheld or delayed. After completion of any construction or reconstruction of Grantee's Facilities in the Easement Tract, Grantee shall deliver to Grantor a copy of as-built plans, at no cost to the Grantor, showing the location of Grantee's Facilities and related permanent structures anything that was modified on the Property, including utilities and service connections and any other physical features.

b. Grantee shall maintain the Easement Tract in a safe condition and shall, at its sole cost and expense, perform any and all repairs to Grantee's Facilities reasonably necessary for the purposes described herein. Grantee shall comply with all federal, state, and local laws and regulations in its use of the Easement Tract and in its operation of Grantee's Facilities.

c. In no event may Grantee store flammable, explosive, or hazardous materials within the Easement Tract.

5. Restoration. In the event Grantee disturbs or damages the Easement Tract or any other part of the Property, Grantee shall at its sole cost repair or restore the disturbed or damaged area to a condition as good as or better than that which existed before Grantee's use of the Easement Tract.

6. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) to the extent arising out of or resulting from the use of the Property and/or the Easement Tract by Grantee and/or its successors, assigns, agents, contractors, subcontractors, and employees (the "Indemnifying Parties"), or otherwise to the extent arising from or resulting from Grantee's exercise of its rights hereunder; provided, however, that an Indemnified Party shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs are suffered or incurred by such Indemnified Party as a result of the negligence or willful misconduct of such Indemnified Party. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

7. Insurance. Grantee shall maintain commercial general liability insurance with commercially reasonable limits of liability covering Grantee, its agents, contractors, subcontractors, tenants, licensees, invitees, and employees as to the exercise of Grantee's rights within the Easement Tract and on the Property. Grantee shall provide Grantor a certificate of

insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. In addition, Grantee shall provide Grantor a copy of their Additional Insured Endorsement naming Grantee, its agents, contractors, subcontractors, tenants, licensees, invitees, and employees as Additional Insured's.

8. Miscellaneous.

a. Warranty. Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims.

b. Covenants Run with the Land. The rights, conditions and provisions of this Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

c. Entire Agreement. This Agreement supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.

d. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.

e. Counterparts. This Agreement may be executed in counterparts, which, when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. Electronic signatures shall have the same force and effect as originals.

f. Governing Law. This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of law provisions therein.

g. Venue. Venue for any action pertaining to this Agreement will be in King County Superior Court.

h. Authorized Signature. Each party to this Agreement warrants and represents to the other parties that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.

i. Survival. The obligations set forth in Section 6 shall survive any termination of this Agreement.

j. Termination. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Tract for the purposes defined herein for a period of five successive years. In this event, the Easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Tract shall revert to or otherwise become the property of Grantor.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by having its authorized representative affix his/her signature in the appropriate space below.

GRANTOR:

GRANTEE:

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY

VANCOUVER DOOR COMPANY INC.

By: Michelle Reus

By: Bart J. Potter

Printed Name: Michelle Reus

Printed Name: Bart J. Potter

Title: Acting Deputy Executive Director

Title: Vice President

Date: January 19, 2023

Date: February 1, 2023

Approved as to form:

**Paul Moomaw** Digitally signed by Paul Moomaw  
Date: 2023.01.06 11:59:02 -08 00'

Sound Transit Legal Counsel

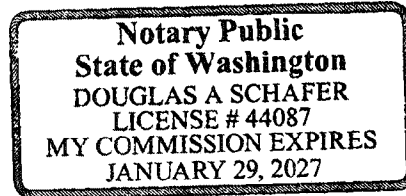
STATE OF Washington )  
 ) ss.  
COUNTY OF Pierce )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2023, by Bart J. Potter, as Vice President, of Vancouver Door Company, Inc, which acquired title as Vancouver Door Company, a Washington corporation.

My commission expires: 1/29/2027

WITNESS my hand and official seal.

Douglas A. Schafer  
Notary Public



(SEAL)

[Acknowledgments on the following pages]

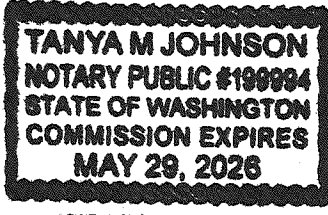
STATE OF Washington )  
 ) ss.  
COUNTY OF King )

The foregoing instrument was acknowledged before me this 13 day of January,  
2023, by Michelle Reuss, as acting Deputy Executive Director, of Central Puget Sound Regional  
Transit Authority, a Washington Municipal Corporation.

My commission expires: May 29, 2026,

WITNESS my hand and official seal.

Tanya M. Johnson  
Notary Public



(SEAL)

## Exhibit A

A PORTION OF THE PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2688841 AND BEING A PORTION OF J.P. STEWART'S ADDITION ACCORDING TO PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 39, RECORDS OF PIERCE COUNTY, WASHINGTON LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 5TH STREET NW 30 FEET EAST OF CENTERLINE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY 33 FEET SOUTHERLY OF CENTERLINE; THENCE SOUTH 74° 07' 11" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 168.46 FEET, THENCE SOUTH 15° 52' 49" WEST A DISTANCE OF 53.09 FEET; THENCE NORTH 89° 02' 18" WEST A DISTANCE OF 149.96 FEET TO A POINT ON SAID EAST LINE OF 5TH ST NW RIGHT OF WAY; THENCE NORTH 01° 09' 57" EAST ALONG SAID EAST LINE A DISTANCE OF 94.67 FEET TO THE POINT OF BEGINNING.

## Exhibit B

A PORTION OF THE PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2688841 AND BEING A PORTION OF J.P. STEWART'S ADDITION ACCORDING TO PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 39, RECORDS OF PIERCE COUNTY, WASHINGTON LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 5TH STREET NW 30 FEET EAST OF CENTERLINE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY 33 FEET SOUTHERLY OF CENTERLINE; THENCE SOUTH 74° 07' 11" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 168.46 FEET, THENCE SOUTH 15° 52' 49" WEST A DISTANCE OF 53.09 FEET; THENCE NORTH 89° 02' 18" WEST A DISTANCE OF 149.96 FEET TO A POINT ON SAID EAST LINE OF 5TH ST NW RIGHT OF WAY; THENCE NORTH 01° 09' 57" EAST ALONG SAID EAST LINE A DISTANCE OF 94.67 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;

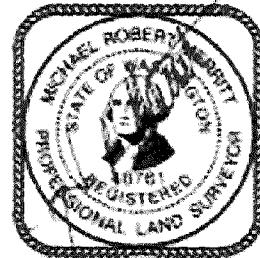
THENCE SOUTH 01° 09' 57" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF 5<sup>TH</sup> STREET NW A DISTANCE OF 70.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 16" EAST A DISTANCE OF 156.42 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 15° 52' 49" WEST ALONG THE EASTERLY LINE OF SAID PARCEL A DISTANCE OF 10.40 FEET;

THENCE NORTH 89° 58' 16" WEST A DISTANCE OF 153.78 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 5<sup>TH</sup> STREET NW;

THENCE NORTH 01° 09' 57" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF 5<sup>TH</sup> STREET NW A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



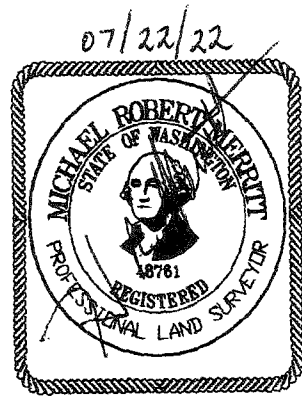
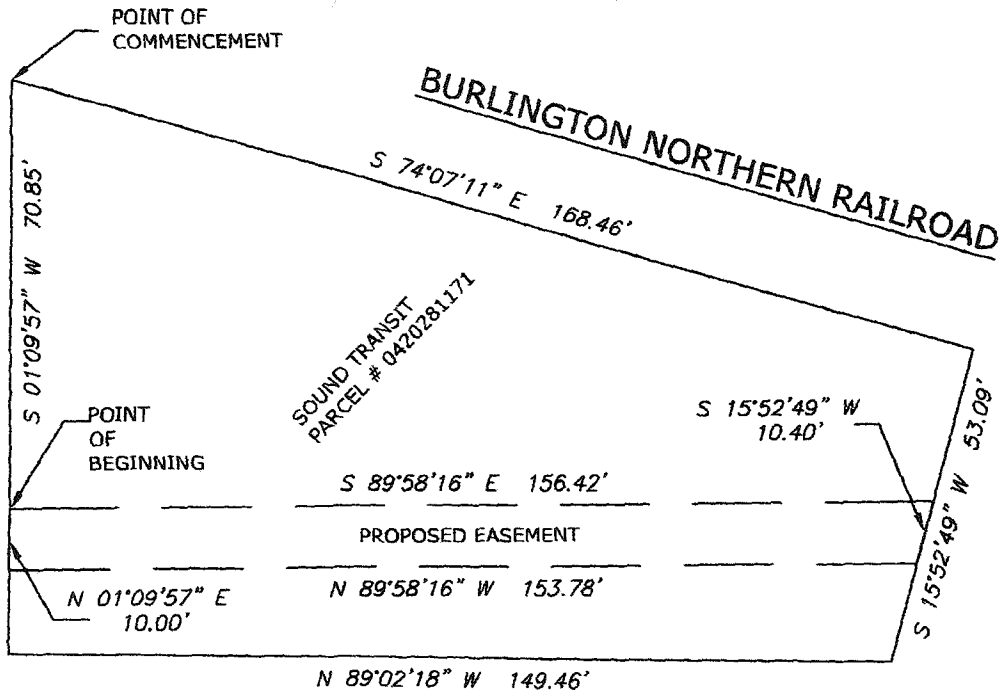
07/22/22



# Exhibit C

File: C:\Users\Jared Branch\Desktop\2020-046 PUYALLUP STATION PARKING\2020-046 EASEMENT 102021.dwg ID: Jared Branch Date: 03-Feb-22 8:23:16am

5TH ST NW  
MN IS HLS



**O'Bunco Engineering (OEI)**  
Engineering, Surveying & Construction Management  
1042 West James Street, Suite 201  
Kent, Washington 98032  
Ph: (425) 451-7300, Fax: (425) 452-9192

**PUYALLUP STATION  
EASEMENT FOR VANCOUVER DOOR**  
5TH STREET NW, PUYALLUP, WA

Scale: 1" = 30'  
Project: 2020-046  
Date: FEB. 03, 2022