



Request of: langabeer & tull

Upon recording, please return to:

Langabeer & Tull, P.S.
 Attorneys at Law
 P.O. Box 1678
 Bellingham, Washington 98227



DOCUMENT TITLE:	UTILITY EASEMENT
GRANTOR	HOUSING AUTHORITY OF THE CITY OF BELLINGHAM
GRANTEE:	WHATCOM TRANSPORTION AUTHORITY
ABBREVIATED LEGAL DESCRIPTION:	W 15 ACRES OF N 1/2 SW SE-EXC PTN TO CITY OF BELLINGHAM FOR STREET (ADDITIONAL LEGAL DESCRIPTION IN DOCUMENT)
ASSESSOR'S TAX PARCEL NUMBER.	380212 312101 0000

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this 16th day of November, 2005, by and between the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM**, a Washington municipal corporation; and the **WHATCOM TRANSPORTION AUTHORITY**, a Washington municipal corporation.

Recitals:

A. WHEREAS, the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** is the owner of the real property, recorded under Whatcom County Auditor's File No. 1951030158, described as follows:

Parcel A: The Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 12, Township 38 North, Range 2 East of W.M., and the West Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 12, Township 38 North, Range 2 East of W.M. Except Right of Way for Division Road and Except Right of Way for Allans Road Lying along the West Line Thereof; also excepting therefrom that portion deeded to the City of Bellingham for road purposes by Deed recorded August 12, 1994 under Whatcom County Auditor's File No. 940812001 and as amended by instrument recorded under Auditor's File No. 951020126.
Situate in Whatcom County, Washington.

Parcel B: A 60 foot easement for access, ingress and egress over and across the southerly 60 feet of Parcels 3 and 4, "Specific Binding Site Plan No. 2-Cordata", as recorded under Whatcom County Auditor's File NO. 1610695.

Situate in Whatcom County, Washington.
Commonly referred to as 455 Westerly Road, Bellingham, Washington;
and

B. WHEREAS, the **WHATCOM TRANSPORTATION AUTHORITY** is constructing an interim transfer center, including shelters and an information booth, directly across from the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** property at 455 Westerly Road, Bellingham, Whatcom County, Washington, described above, and will require access to utilities; and

C. WHEREAS, the **WHATCOM TRANSPORTATION AUTHORITY** will utilize the interim transfer center pending construction of a permanent transfer center at a different location, which is estimated to be completed within a period of three years,

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Grant of Easement. The **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** does hereby grant, reserve and create a 10-foot easement for utility purposes over, across and under the real property described above for the benefit of **WHATCOM TRANSPORTATION AUTHORITY**, subject to the terms, conditions, requirements, and limitations set forth herein. Said 10-foot easement is described in Exhibit "A" and depicted as "10' Utility Easement" on the Lighting Plan attached as Exhibit "B" and depicted on Exhibit "C," all of which are attached hereto and incorporated by reference as if fully set forth herein.

2. Term of Easement. This is a temporary grant of easement for utility purposes to **WHATCOM TRANSPORTATION AUTHORITY** during construction of a permanent transfer center, at the completion of which this grant of easement expires and is of no further force or effect, and, if not previously terminated, this grant of easement for utility purposes shall expire three (3) years from the date executed by the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM**.

3. Terms, Conditions, Requirements and Limitations. The Easement granted and created herein is subject to the following terms, conditions, requirements, and limitations:

3.1 Upon the completion of any work, including without limitation, the installation of any above- or below-ground utilities within the Easement area, the **WHATCOM TRANSPORTATION AUTHORITY** shall deliver to the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** surveyed as-built drawings of all facilities, infrastructure, and utilities (hereinafter collectively referred to as "Facilities").

3.2 Any work to be performed within the Easement area shall not disturb or destroy any existing improvements located within the Easement area.

For example only, existing sidewalks located within the Easement area may not be cut or otherwise damaged in the installation of any Facilities. If crossing any existing sidewalks is required for the installation of the Facilities, then such work must be accomplished by way of underground boring that does not damage or undermine the sidewalk. Any damage to any existing improvements shall be immediately restored at the sole cost of the **WHATCOM TRANSPORTATION AUTHORITY** in a manner and design approved by the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM**.

3.3 Immediately upon the expiration or termination of this Easement, whichever occurs first, the **WHATCOM TRANSPORTATION AUTHORITY** shall restore the area burdened by this Easement to the landscaped and lawn condition that existed immediately prior to the execution of this Easement.

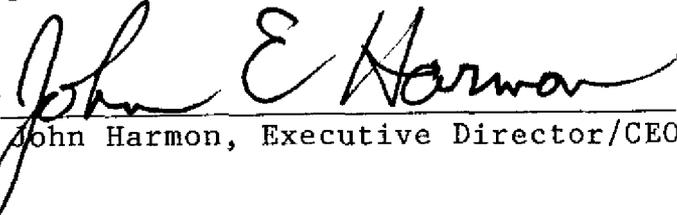
3.4 Immediately upon the expiration or termination of this Easement, whichever occurs first, all Facilities installed by the **WHATCOM TRANSPORTATION AUTHORITY** shall become the property of the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** without further action required. The **WHATCOM TRANSPORTATION AUTHORITY** shall not remove any such Facilities without the prior written approval of the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM**.

IN WITNESS WHEREOF, this Utility Easement Agreement has been executed

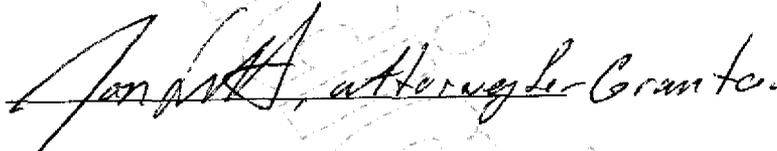
as of the date and year set forth above.

GRANTOR:

**HOUSING AUTHORITY OF THE CITY OF
BELLINGHAM, a Washington municipal
corporation**

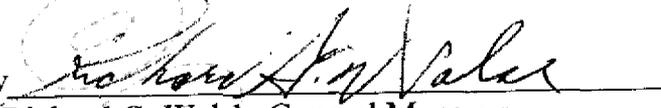
By 
John Harmon, Executive Director/CEO

Approved as to Form:


Attorney Grantor

GRANTEE:

**WHATCOM TRANSPORTATION
AUTHORITY, a Washington municipal
corporation**

By 
Richard G. Walsh, General Manager

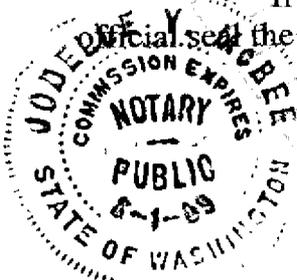
Approved as to Form:


Richard J. Langabeer, Legal Counsel
to the WTA

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

This is to certify that on the 28th day of ~~November~~ February, 2006, before me, the undersigned Notary Public in and for the State of Washington, personally appeared JOHN HARMON, to me known to be the Executive Director/CEO of the **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

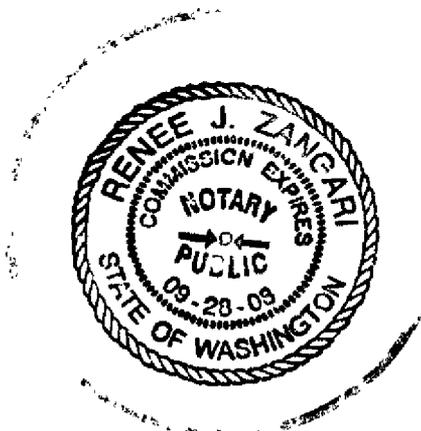


Jodelle V. McBee
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires 6/1/09

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

This is to certify that on the 16th day of November, 2005, before me, the undersigned Notary Public in and for the State of Washington, personally appeared RICHARD G. WALSH, to me known to be the General Manager of the **WHATCOM TRANSPORTATION AUTHORITY**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Renee J. Zangari
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires 9/28/08

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS DISK MARKING THE INTERSECTION OF ELIZA DRIVE (ALLANS ROAD) AND WESTERLY ROAD; THENCE SOUTH $89^{\circ}14'51''$ EAST, ALONG THE MONUMENTED CENTERLINE OF WESTERLY ROAD, FOR A DISTANCE OF 172.00 FEET; THENCE SOUTH $00^{\circ}45'09''$ WEST, FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERLY MARGIN OF WESTERLY ROAD AND THE TRUE POINT OF BEGINNING. THENCE CONTINUING SOUTH $00^{\circ}45'09''$ WEST, FOR A DISTANCE OF 32.00 FEET; THENCE SOUTH $20^{\circ}16'10''$ EAST, FOR A DISTANCE OF 100.00 FEET; THENCE NORTH $69^{\circ}43'50''$ EAST, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH $20^{\circ}16'10''$ WEST, FOR A DISTANCE OF 98.14 FEET; THENCE NORTH $00^{\circ}45'09''$ EAST, FOR A DISTANCE OF 30.14 FEET TO THE SOUTHERLY MARGIN OF WESTERLY ROAD; THENCE NORTH $89^{\circ}14'51''$ WEST, ALONG THE SOUTHERLY MARGIN OF WESTERLY ROAD, FOR A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SITUATE IN CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON.

EXHIBIT C

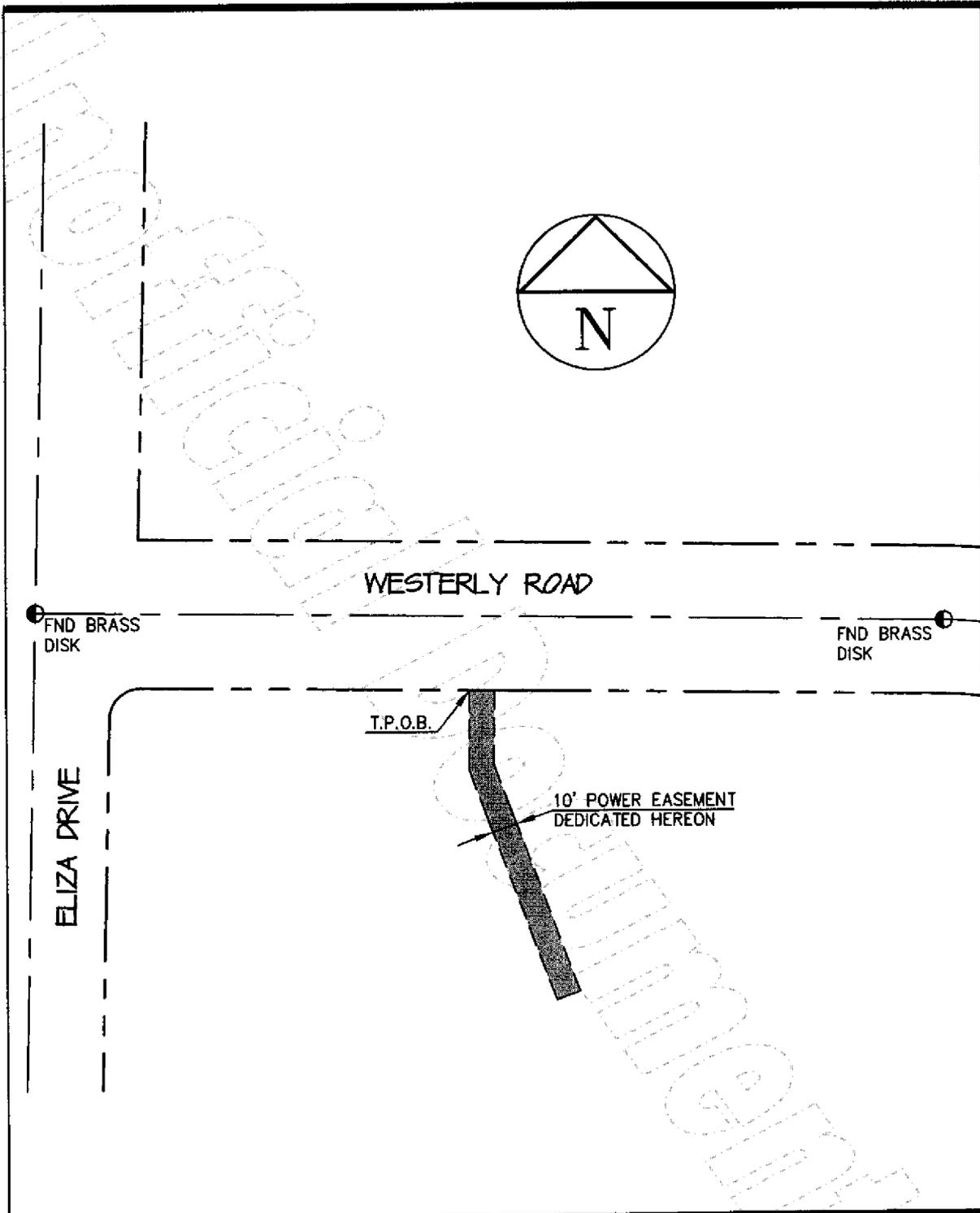


EXHIBIT A

DATE: 10/07/05 DESIGN
FILE: ZERV0012 / evEM01zerv0012 DRAWN: SLG

**DAVID EVANS
AND ASSOCIATES INC.**
116 Grand Avenue, Suite D
Bellingham Washington 98225
Phone 360 647,7151

**WTA BELLINGHAM
TRANSIT CENTER - NORTH
POWER EASEMENT**