



200001190114

Kathy Hill, Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name **BROLIN COMPANY L.L.C. an Oregon Limited Liability Co,**
Address **C/O LINZ REAL ESTATE/BOB LINZ, P.O. BOX 10445**
City, State, Zip **BAINBRIDGE ISLAND, WA 98110**
B60664

Filed for Record at Request of First American Title of Skagit County

FIRST AMERICAN TITLE CO.

ORIGINAL Statutory Warranty Deed*B60664 E-1*

THE GRANTOR W.A.M. BURLINGTON JOINT VENTURE, a Washington Joint Venture Partnership for and in consideration of **Ten Dollars and other valuable consideration and as part of a 1031 tax deferred exchange in hand paid,** conveys and warrants to **BROLIN COMPANY L.L.C. an Oregon Limited Liability Company** the following described real estate, situated in the County of **Skagit, State of Washington:**

See Exhibit "A" attached hereto and made a part hereof.

Subject to: That certain unrecorded Lease with Pyro Industries, Inc. dated January 11, 1991.

Also Subject to: See Exhibit "B" attached hereto and made a part hereof.

ABREVIATED LEGAL: Parcel "A" Binding Site Plan for "Alleegre-Mitzel"; Ptn. Tracts 84 and 85
"Burlington Acreage"

3345p
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 19 2000

Amount Paid \$ *110,177.55*
Skagit Co. Treasurer
By *[Signature]* Deputy

Assessor's Property Tax Parcel Account Number(s): 8022-000-001-0000, R62846

Dated this *10th* day of January, 2000.

W.A.M. BURLINGTON JOINT VENTURE

Oliver J. Whitfield
BY: OLIVER J. WHITFIELD, PARTNER

Carol A. Whitfield
BY: CAROL A. WHITFIELD, PARTNER

[Signature]
BY: DAN R. MITZEL, PARTNER

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Oliver J. Whitfield, Carol A. Whitfield and Dan R. Mitzel** are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the **Partners of W.A.M. BURLINGTON JOINT VENTURE** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: *1-10-2000*

Lydia Reynolds

Lydia Reynolds
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: August 9, 2001

Exhibit "A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A" of that certain "BINDING SITE PLAN FOR ALLEGRE-MITZEL", as recorded January 11, 1991, in Volume 10 of Surveys, pages 181 through 183, inclusive, under Auditor's File No. 9101110040 and being a portion of Lots 84 and 85, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

EXCEPT that portion described as follows:

Beginning at the Northwest corner of said Parcel "A", also being the Northeast corner of Parcel "B" of said Binding Site Plan; thence South 8 degrees 06' 32" East along the West line of said Parcel "A", 666.29 feet to the Southwest corner of said Parcel "A"; thence South 89 degrees 23' 23" East along the South line of said Parcel "A", 14.05 feet; thence North 8 degrees 04' 15" West, 364.54 feet; thence North 8 degrees 06' 32" West, 301.73 feet to the North line of said Parcel "A"; thence North 89 degrees 28' 15" West along said North line, 14.29 feet to the point of beginning.

TOGETHER WITH all reciprocal easements for ingress, egress, parking, utilities and storm drainage as set forth in said Binding Site Plan.

ALSO TOGETHER WITH reciprocal non-exclusive easement for ingress, egress and utilities over a portion of Tract 1, City of Burlington Short Plat No. 4-91, approved December 23, 1991, and recorded January 2, 1993, in Book 10 of Short Plats, Pages 42 and 43, under Auditor's File No. 9201020049, being a portion of Tract 85, "PLAT OF BURLINGTON ACREAGE PROPERTY" (1/49), as established by document recorded December 13, 1991, under Auditor's File No. 9112130029.



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Exhibit "B"

EXCEPTIONS:

- A. Reservations contained in Deed executed By Lawrence L. Bowman and Rita M. Bowman, husband and wife, recorded October 7, 1971, under Auditor's File No. 758985, as follows:

"EXCEPTING and RESERVING unto the Grantors, personally, the right to give and grant unto the Burlington Northern Railway Company the right to cross the conveyed tract of land with a railroad spur track, the construction of which shall be so limited as to not cause a change in grade of the conveyed tract of land expected to be used as roadway." (Affects Portion of Tract 85)

- B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Public Utility District No. 1
Recorded: March 13, 1978
Auditor's No.: 875323
Purpose: Water line
Area Affected: South 25 feet of subject property

- C. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: United Parcel Services, Inc.
And: Public Utility District No. 1
Dated: October 15, 1990
Recorded: October 16, 1990
Auditor's No.: 9010160056

Regarding: An agreement for partial refund regarding a waterline which may benefit adjoining properties. The P.U.D. to be contacted for details.

- D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Miles Sand & Gravel Company, a
Washington Corporation
Dated: January 17, 1991
Recorded: January 18, 1991
Auditor's No.: 9101180023
Purpose: Ingress, egress, utility and parking
Area Affected: All that portion of Parcel A, more particularly described as follows:

Beginning at the Southeast corner of said Parcel A, said corner being the intersection of the North boundary of Pease Road with the West boundary of the Burlington Northern Railroad right-of-way; thence North 8 degrees 06'32" West along the East



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Exhibit "B" continued

line of said Parcel A, a distance of 636.61 feet; thence North 89 degrees 23'23" West a distance of 60.71 feet; thence South 8 degrees 06'32" West a distance of 663.61 feet to the North line of Pease Road; thence South 89 degrees 18'30" East a distance of 60.71 feet to the point of beginning.

Said Easement was amended by document recorded December 13, 1991 as Auditor's File No. 9112130029.

Said Amendments also shown on the face of City of Burlington Short Plat No. 4-91, recorded under Auditor's File No. 9201020049.

E. TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN BINDING SITE PLAN:

As Follows:

1. Parcel A & B of this Binding Site Plan are entitled by the recording of this Binding Site Plan to a reciprocal easement for ingress, egress, parking and access to all utilities and common areas that are installed for the benefit of both Parcel A or B of this Binding Site Plan. Parcel B herein has access over and across Parcel A and Parcel B's only access at the time of recording of this Binding Site Plan is through Parcel A.

The foregoing easements, reservations and rights-of-way shall at all times be open and accessible to Public Utilities and their employees and contractors, and shall also be open and accessible to the respective owners of either Parcel A and B, all of whom shall have the right and privilege of doing whatever may be reasonably necessary to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved. Any restoration or repair needed as a result of any repairs or maintenance done by any utility company either public or private will be done by that company at its own expense.

2. Construction and Design: All buildings or improvements made on either Parcel A or Parcel B of its Binding Site Plan shall be in compliance with local, state and national building codes. No other restrictions apply.

3. The City of Burlington Engineering, Building, Planning and other pertinent departments shall review and approve development plans for either parcel of this Binding Site Plan. Use for either parcel must conform with all governmental regulations.

4. The cost of maintaining and repairing all Common Areas shall be borne by the respective owners of Parcel A and Parcel B on a pro-rate basis. The pro-rata formula will be calculated by taking the square footage of each respective parcel divided by the square footage of the entire area encompassed by the Binding Site Plan, less any area designated as Special Flood Risk Zone as delineated on the Binding Site Plan.



Exhibit "B" continued

The Common Area is hereby defined to include all of those areas used for streets or other vehicular access to the site, sidewalks paralleling such streets, vehicular access ways, all lighting, landscaping or beautification, signage, drainage and storm water detention associated with such areas, any storm water detention system and all utilities. Every owner shall have a right and easement on and to the common area.

5. A common storm drainage system shall be constructed to benefit both parcels of this Binding Site Plan. The system shall be located on Parcel B and a cross-easement exists between Parcel A and Parcel B by the recording of this Binding Site Plan.

The Declarants herein grant to the City of Burlington access over and across Parcels A and B for the purpose of maintaining and improving an area consisting of all area described on the Binding Site Plan as the Special Flood Risk Zone. Declarants herein permit the City of Burlington to make improvements, maintain or in any other way enhance the Special Flood Risk zone.

6. Declarants agree to form a Property Owners Association in the event that Parcel A or B is sold. The Property Owners Association shall be charged with the duty of administering this document for the benefit of the respective property owners and assessing all property owners any charges for the cost of maintaining the Common Areas.

7. Delinquency. Any common area assessment shall be deemed delinquent if not paid within 30 days of receipt of written notice. Delinquent assessments will be subject to a five percent (5%) late charge. Subsequent lack of payment will bear a monthly interest carrying charge of not less than a annual rate equal to the Security Pacific Prime Rate plus two (2) percent.



Exhibit "B" continued

8. **Lien Rights.** The Property Owners Association if formed is hereby vested with the authority to record a lien against any such property for the collection of delinquent assessments, late fees, and interest owing against such property. Such claim of lien includes not only assessments which are due and payable when the claim of lien is recorded, plus interest costs, attorney's fees and prior encumbrances and interest thereon, but also subsequent installments and additional assessments which occur from the date of the claim of lien.

9. **Legal Proceedings.** Failure to comply with any of the terms of this document or any regulations adopted subsequent to its recording shall be grounds for relief which may include, without limitation, an action to remove sums due for damages, junctive relief, or any other remedies provided by law.

10. These Easements, Covenants and Restrictions shall run with the land and benefit all subsequent owners of either Parcel A or B of the Binding Site Plan.

11. These Easements, Covenants and Restrictions shall be modified only upon the approval of owners of both Parcel A and B of the Binding Site Plan.

12. This document will be recorded with the Skagit County Auditor as a part of the Binding Site Plan as described as Exhibit A.

Paragraph 4 of the above said covenants was amended by document recorded February 13, 1991, as Auditor's File No. 9102130026. The owners of the subject property hereby amend Paragraph 4 of the Easements, Covenants and Restrictions to read as follows:

The cost of maintaining and repairing all Common Areas shall be borne by the respective owners of Parcel "A" and Parcel "B" on a pro rata basis. The pro rata formula will be calculated by taking the useable square footage of each respective parcel divided by the sum of the useable square footage of both parcels. For purposes of that calculation, all of Parcel "A" shall be deemed useable, that portion of Parcel "B" used for a common storm drainage shall not be deemed useable, and that portion of Parcel "B" that is not buildable because it is impacted by the Special Flood Risk Zone (SFRZ) shall not be deemed useable.



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Exhibit "B" continued

F. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: Miles Sand & Gravel Company
And: Whitfield-Allegre-Mitzel and
Burlington Investors
Dated: December 24, 1991
Recorded: January 16, 1992
Auditor's No.: 9201160083
Regarding: Road and drainage maintenance costs

G. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: December 10, 1990
Recorded: December 21, 1990
Auditor's No.: 9012210053
Purpose: Underground Electric System
Affects:

A right of way 15 feet in width having 7.5 feet of such width on each side of a centerline described as follows:

Being located as constructed or to be constructed on the above described property, more particularly described as follows:

Beginning at a point on the Southerly most South line of said property that is approximately 7.5 feet East of the Southwest corner thereof; thence Northerly approximately 637 feet to a point hereinafter referred to as Point "A"; thence West approximately 320 feet; thence returning to Point "A"; thence Northerly to the North line of said property and the terminus of this description.

H. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Cascade Natural Gas
Dated: April 10, 1991
Recorded: April 17, 1991
Auditor's No.: 9404170038
Purpose: Gas Line Easement
Area Affected: A 10 foot wide portion of the subject property

I. Matters as disclosed on face of map for subject Binding Site Plan, including but not limited to 20 foot wide water easement and 15 foot power easement. Reference is hereby made to map for full particulars.



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