

FILED FOR RECORD AT REQUEST

City of Burlington
ATTN: Public Works/Engineering
820 East Washington Avenue
Burlington, WA 98223



200306020169

Skagit County Auditor

6/2/2003 Page

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3 10:44AM

Document Title: Easement
Grantor(s): Donn S. Hanson as his separate estate
Grantee: City of Burlington
Legal Des: Section 6, Township 34, Range 4; Ptn. Gov. Lot 7 and SE-SW
Tax Account: 340406-3-037-0007 and 340406-3-008-0014
Property ID No: P23645 and P23853

EASEMENT

THIS AGREEMENT made this 30th day of MAY, 2003, between Donn S. Hanson, as his separate estate, who represents and warrants to be the owner of Parcels "A" and "B", hereinafter called the Grantor, and CITY OF BURLINGTON, a municipal corporation of the State of Washington, hereinafter called the Grantee.

Parcel "A"

That portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 34 North, Range 4 East, W.M.; described as follows:

Beginning at a point 528 feet North of the Southwest corner of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
THENCE North to the Northwest corner of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; THENCE East along the North line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the Northwest corner of a tract of land deeded to Charles W. Heather by deed recorded in Volume 62 of Deeds at page 631;
THENCE South along the West line of said tract deeded to Charles W. Heather to the Northerly line of the County Road;
THENCE Westerly along the Northerly line of the County Road to a point 330 feet East of the West line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, said point being on the East line of those premises conveyed to May Jane Isbill by deed dated May 15, 1917, filed August 25, 1922 as File No. 158458 and recorded in Volume 127 of Deeds at page 374;
THENCE North along the East line of said Isbill tract to a point 528 feet North of the South line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ being the Northeast corner of said Isbill tract;
THENCE West along the North line of said Isbill tract 330 feet to the point of beginning, EXCEPT that portion described as follows:

Beginning at the point of intersection of the North line of the County Road and the West line of the East 10 acres of said subdivision, said point being the Southwest corner of a tract of land deeded to Charles W. Heather by deed recorded in Volume 62 of Deeds, page 631;
THENCE North along the West line of said Heather tract 135 feet;
THENCE West parallel to the North line of said subdivision 133 feet;
THENCE South parallel to the West line of said Heather tract 152 feet, more or less, to the North line of said County Road;
THENCE Easterly along the North line of said County Road to the point of beginning.

Parcel "B"

Government Lot 7 in Section 6, Township 34 North, Range 4 East, W.M., EXCEPT that portion described as follows: Beginning at a point 20 feet East of the Southwest corner of said Section 6; THENCE East along the South line of said Section 6 a distance of 1241.1 feet, more or less, to the Southeast corner of said

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Government Lot 7; THENCE North 102 feet, more or less, to the South shore of an existing lake; THENCE North 82 degrees 18' West along the South shore of an existing lake 537.3 feet; THENCE North 69 degrees 25'30" West along the South shore line 760 feet, more or less, to the East margin of the County Road; THENCE South 440.9 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

WITNESSETH

That the Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a perpetual easement to install a sewer line across, under, over, and upon the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

All that portion of Parcel "A" described as follows:

The West 296 feet of the North 20 feet.

AND

That portion of said Parcel "A" lying 10 feet on either side of the following described centerline:

Beginning at a point 528 feet north of the Southwest corner of said Southeast 1/4 of the Southwest 1/4, said point being the Southwest corner of said Parcel A;
THENCE N 0°19'35" W along the West property line of said Parcel A to the Northwest corner of said Southeast 1/4 of the Southwest 1/4, said corner being the Northwest corner of said Parcel A;
THENCE S 87°21'6" E, along the North property line of said Parcel A, a distance of 311 feet, to a point being the TRUE POINT OF BEGINNING for this description;
THENCE S 2°38'54" W for a distance of 349 feet;
THENCE S 87°21'6" E for a distance of 99.50 feet;
THENCE S 42°21'6" E for a distance of 38 feet;
THENCE S 1°18'1" W a distance of 408.07 feet, more or less, to the intersection with the Northerly line of the County Road, said intersection being the terminus of said center line.

Containing an area of 23,929.6 square feet, more or less.

AND

All that portion of Parcel "B" described as follows:

The North 20 feet of the East 50 feet and the East 20 feet of the East 50 feet.

Containing an area of 1,600 square feet, more or less.

Said perpetual easements, including the perpetual right to enter upon the real estate above described, at any time that the Grantee may deem reasonably necessary to construct, maintain, repair and operate a sanitary sewer line, together with the right to excavate and refill ditches and trenches for the location of pipelines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and mains, and the further right of ingress to and egress from said described property for the foregoing purposes.

The Grantee agrees to separate and replace the topsoil and to restore the area disturbed during installation of the sanitary sewer line by backfilling native or import material to 85% modified proctor test, to restore disturbed driveway areas with the materials similar to the existing materials, to restore disturbed pasture areas with top soil at a depth of four (4) inches and to hydroseed with pasture grass seed; provided the Grantor, its heirs or assigns shall

2647
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 02 2003

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



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restrict livestock from the above described permanent easement for a period of thirty (30) calendar days after the initial date of actual use of said permanent easement and, furthermore, shall not construct any permanent structure over, upon or within the permanent easement.

The Grantee agrees to pay owner for any crop damages incurred during the construction.

Grantor understands that at this time the property is located outside the present urban growth area and does not qualify to be annexed into the City of Burlington. However, when and if parcels P23645 and P23853 are rezoned to allow residential construction and are annexed into the City of Burlington, the City agrees to allow a pump station to be built on the property, at owner's and/or developer's expense, to serve at a minimum any residential units permitted on these two (2) parcels PROVIDED the City's comprehensive sewer plan at that time will allow connections to be made to the City's sewer system, or as soon thereafter as possible.

The bearings used in the legal descriptions for the easements are based on the Washington State Coordinate System, North Zone. The bearings used in the original legal descriptions may have been based on a different coordinate system.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 30TH day of MAY, 2003.


(Grantor) DONN S. HANSON

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me DONN S. HANSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act or deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30TH day of MAY, 2003.


NOTARY PUBLIC
In and for the State of WASHINGTON

JERRY D. GEER
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 7-10-05

Residing at UNIVERSITY PLACE
My appointment expires: 7-10-05


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Skagit County Auditor