

AFTER RECORDING MAIL TO:
G. Richard Hill
McCullough Hill Fikso Kretschmer Smith PS
2025 First Avenue, Suite 1130
Seattle, Washington 98121-2100



200309090230

Skagit County Auditor

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Reference Number of Related Document: N/A
Grantor: Briar Development Company
Briar Development Burlington LLC
Grantee: City of Burlington
Abbreviated Legal Description: Lots 1 and 2, Haggen Center BSP No. 1,

M 8171
FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

Skagit County Recording No. 200207100176

Additional Legal Description is on Exhibits A and B of Document

Assessor's Property Tax Parcel or Account No.: 8041-000-001-0000 and 8041-000-002-0000

CM1748-T2

NONEXCLUSIVE PUBLIC ACCESS EASEMENT FOR INGRESS AND EGRESS

THIS NONEXCLUSIVE PUBLIC ACCESS EASEMENT FOR INGRESS AND EGRESS ("Agreement"), dated as of August 27, 2003, is by BRIAR DEVELOPMENT COMPANY, a Washington general partnership and BRIAR DEVELOPMENT BURLINGTON, LLC, a Washington LLC ("Grantor"), for the benefit of THE CITY OF BURLINGTON, a Washington municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner of the real property legally described on Exhibit A ("Property") attached.
- B. Grantor wishes to grant to Grantee, on the terms and conditions set forth herein, an easement for ingress and egress over a portion of the Property.

AGREEMENTS

NOW, THEREFORE, Grantor declares and, on behalf of its successors and assigns, agrees as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents and invitees, and the public, a perpetual, non-exclusive easement for ingress and egress over that portion of the Property legally described on Exhibit B attached hereto and depicted on Exhibit C attached hereto ("Easement Area"). This easement may be terminated and the Easement Area may be relocated upon mutual written agreement of Grantor and Grantee.

NO MONETARY CONSIDERATION

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue shall be in Skagit County, Washington.

3. Attorneys' Fees. In the event of any dispute, action or proceeding arising out of, relating to or otherwise affecting this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs and expenses, including attorneys' fees, incurred by the prevailing party in connection therewith (whether suit or other proceeding is commenced or not, and at trial, on appeal, in administrative proceedings or in bankruptcy, including without limitation proceedings in bankruptcy with respect to relief from stay, allowance of a claim, confirmation of a plan of reorganization and similar matters).

4. Successors. The covenants contained in this Agreement are covenants running with the land and shall be binding on and inure to the benefit of the successors, heirs and assigns of the parties.

DATED as of the day and year first above written.

GRANTOR:

BRIAR DEVELOPMENT COMPANY,
a Washington general partnership

By *Dale Henley* ^{ok}
Name: DALE HENLEY ₈₋₂₇₋₀₃
Title: PRESIDENT

BRIAR DEVELOPMENT BURLINGTON, LLC
a Washington limited liability company

By *Dale Henley* ^{ok}
Name: DALE HENLEY _{8/27/03}
Title: MEMBER/MANAGER

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 09 2003

Amount Paid \$ 0
Skagit Co. Treasurer
By *DH* Deputy

2

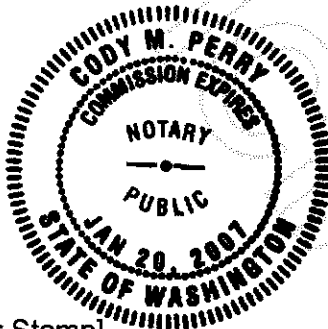


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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Dale C. Henley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of BRIAR DEVELOPMENT COMPANY, a Washington general partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this 27 day of August, 2003.



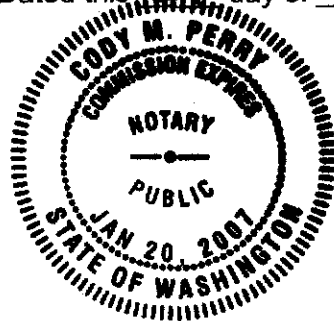
[Seal or Stamp]

Cody M. Perry
Cody M. Perry
(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham, WA
My Commission expires: Jan. 20, 2007

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Dale C. Henley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member/Manager of BRIAR DEVELOPMENT BURLINGTON, LLC, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 27 day of August, 2003.



[Seal or Stamp]

Cody M. Perry
Cody M. Perry
(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham, WA
My Commission expires: Jan. 20, 2007



EXHIBIT A TO
NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of CITY OF BURLINGTON BINDING SITE PLAN ENTITLED HAGGEN CENTER BINDING SITE PLAN NO. 1, recorded on July 10, 2002, under Auditor's File No. 200207100176, records of Skagit County, Washington; being a part of Government Lot 1, in Section 6, Township 34 North, Range 4 East of the Willamette Meridian.

Lot 2 of CITY OF BURLINGTON BINDING SITE PLAN ENTITLED HAGGEN CENTER BINDING SITE PLAN NO. 1, recorded on July 10, 2002, under Auditor's File No. 200207100176, records of Skagit County, Washington; being a part of Government Lot 1, in Section 6, Township 34 North, Range 4 East of the Willamette Meridian.



EXHIBIT B TO
NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

LEGAL DESCRIPTION OF EASEMENT AREA

That portion of Government Lot 1, Section 6, Township 34 North, Range 04 East, W.W. described as follows:

Commencing at the northeast corner of said Government Lot 1;

Thence North $89^{\circ} 07' 20''$ West along the north line thereof a distance of 515.67 feet;

Thence South $00^{\circ} 35' 20''$ West a distance of 114.43 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence South $89^{\circ} 24' 40''$ East a distance of 24.16 feet;

Thence South $00^{\circ} 38' 34''$ West a distance of 8.66 feet to the beginning of a tangent curve concave to the northwest and having a radius of 52.00 feet, thence along the arc of said curve through a central angle of $89^{\circ} 56' 48''$ a distance of 81.63 feet;

Thence North $89^{\circ} 37' 00''$ West a distance of 107.80 feet to the beginning of a tangent curve concave to the southeast and having a radius of 65.00 feet, thence along the arc of said curve through a central angle of $83^{\circ} 25' 34''$ a distance of 94.64 feet;

Thence South $00^{\circ} 40' 38''$ West a distance of 389.17 feet to the beginning of a tangent curve concave to the northwest and having a radius of 50.00 feet, thence along the arc of said curve through a central angle of $90^{\circ} 00' 00''$ a distance of 78.54 feet;

Thence North $89^{\circ} 19' 22''$ West a distance of 138.53 feet to the beginning of a tangent curve concave to the southeast and having a radius of 26.00 feet, thence along the arc of said curve through a central angle of $90^{\circ} 05' 06''$ a distance of 40.88 feet;

Thence South $00^{\circ} 35' 32''$ West a distance of 484.26 feet to the beginning of a non-tangent curve concave to the northwest and having a radius of 84.30 feet, the radius point for said curve bears North $89^{\circ} 14' 04''$ West, thence along the arc of said curve through a central angle of $64^{\circ} 01' 14''$ a distance of 94.19 feet;

Thence South $64^{\circ} 54' 02''$ West a distance of 49.30 feet to the beginning of a tangent curve concave to the southeast and having a radius of 78.90 feet, thence along the arc of said curve through a central angle of $64^{\circ} 18' 42''$ a distance of 88.56 feet

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UNRECORDED
THENCE South 00°35'20" West A distance of 82.96 feet to a point on the north margin of Lila Lane, said point being on a non-tangent curve concave to the northeast and having a radius of 25.00 feet, the radius point for said curve bears North 09° 06' 35" East, thence northwesterly along the arc of said curve through a central angle of 41°30'15" a distance of 18.11 feet to the beginning of a reverse curve concave to the southwest and having a radius of 60.00 feet, thence along the arc of said curve through a central angle of 11°25'27" a distance of 11.96 feet;

THENCE, leaving said north margin, North 00°35'20" East a distance of 65.96 feet to the beginning of a tangent curve concave to the southeast and having a radius of 102.90 feet, thence along the arc of said curve through a central angle of 64°18'42" a distance of 115.50 feet;

THENCE North 64°54'02" East a distance of 49.27 feet to the beginning of a non-tangent curve concave to the northwest and having a radius of 60.30 feet, the radius point for said curve bears North 25°15'59" West, thence along the arc of said curve through a central angle of 63°58'05" a distance of 67.32 feet;

THENCE North 00°35'32" East a distance of 484.22 feet to the beginning of a tangent curve concave to the southeast and having a radius of 50.00 feet, thence along the arc of said curve through a central angle of 90°05'06" a distance of 78.61 feet;

THENCE South 89°19'22" East a distance of 124.53 feet to the beginning of a tangent curve concave to the northwest and having a radius of 30.00 feet, thence along the arc of said curve through a central angle of 90°00'00" a distance of 47.12 feet;

THENCE North 00°40'38" East a distance of 386.03 feet to the beginning of a tangent curve concave to the southeast and having a radius of 105.00 feet, thence along the arc of said curve through a central angle of 87°03'22" a distance of 159.54 feet;

THENCE North 87°44'00" East a distance of 78.73 feet to the beginning of a tangent curve concave to the northwest and having a radius of 22.66 feet, thence along the arc of said curve through a central angle of 69°57'48" a distance of 27.67 feet;

THENCE South 89°24'40" East a distance of 28.39 feet to TRUE POINT OF BEGINNING of the easement herein described.

All in the City of Burlington, County of Skagit, State of Washington.

Easement contains 50,567 square feet or 1.161 acres, more of less.

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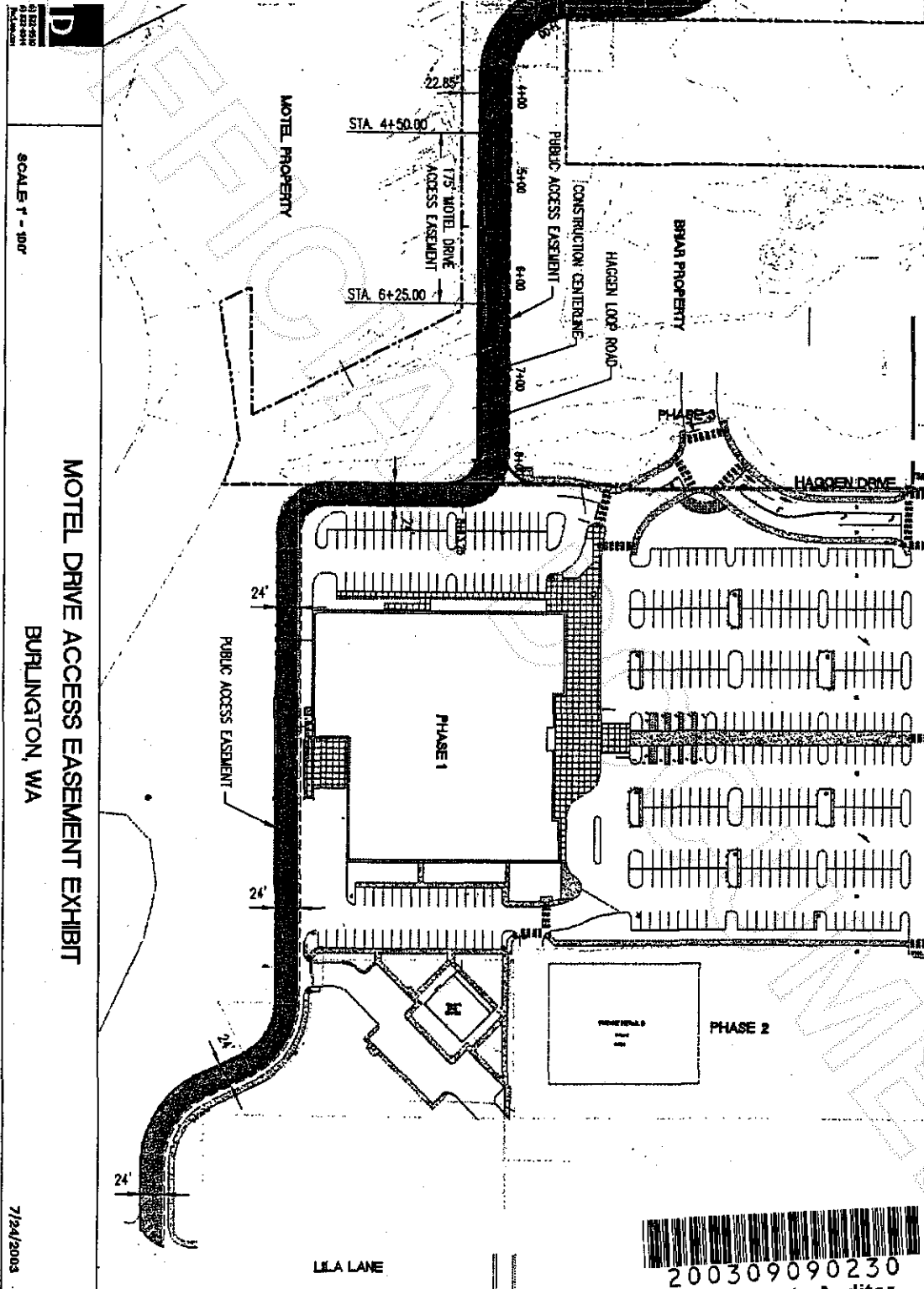
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EXHIBIT C TO
NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

DEPICTION OF EASEMENT AREA



SCALE 1" = 100'

MOTEL DRIVE ACCESS EASEMENT EXHIBIT
BURLINGTON, WA

7/24/2003



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Skagit County Auditor