

After recording, return document to :
Port of Skagit County
P. O. Box 348
Burlington, WA 98233



200402180054

Skagit County Auditor

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Document Title: EASEMENT

Reference Number of Related Document: N/A

Grantor(s): Port of Skagit County

Additional Grantor(s) on page N/A of document.

Grantee(s): Scott Chritton

Additional Grantee(s) on page N/A of document.

Abbreviated Legal Description: Portion of Lot 11, Hopper Road Business Park Revised
Binding Site Plan, NW 1/4 of Sec. 8 Twp 34 N R4E W.M.

Additional Legal Description(s) on page(s) _____ of document.

Assessor's tax/parcel numbers: 8025-000-011-0000

EASEMENT

This agreement is made this 17th day of February, 2004, between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, of P.O. Box 348, Burlington, Washington, 98233, hereinafter referred to as "Grantor," and Scott Chritton, an individual, hereinafter referred to as "Grantee."

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit; and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, and upon Grantor's lands and premises;

NOW THEREFORE, in consideration of necessary stormwater drainage for Grantee's property, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, convey and warrant unto Grantee, its successors or assigns, a non-exclusive easement twenty feet in width, to be used for stormwater purposes over and across Grantor's property, as legally described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and incorporated herein as though fully set forth here. This easement is subject to and conditioned upon the following terms and conditions:

1. Said easement shall be for the purposes of affording Grantee access to the Hopper Road Business Park's stormwater drainage system.
2. Grantor shall have no responsibility for effecting improvements on or to the easement, but any improvements for the easement purposes shall be the responsibility of the Grantee.
3. Grantee shall have the right to enter said easement property and to construct, install, operate, maintain, protect, improve, repair and replace enclosed stormwater drainage system devices. Said stormwater drainage devices shall be installed in accordance with any applicable laws, ordinances, rules and regulations of the Federal, State and local governments and authorities including the City of Burlington's stormwater regulations and with the Hopper Road Business Park Binding Site Plan recorded under Auditor's File No. 200002230067 dated February 23, 2000, and the Hopper Road Business Park Revised Binding Site Plan recorded under Auditor's File No. 200401070085 dated January 7, 2004.
5. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner. Upon completion of any work performed by Grantee on Grantor's property, Grantee shall remove all construction materials and debris and restore the soil removed and surface of



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the property as nearly as possible to the condition in which it was at the commencement of such work. Grantee shall specify in all contractor construction agreements the manner and method in which the soil shall be removed, stored and replaced after completion of work and shall require strict compliance with such contract specifications.

6. Grantor, its successors and assigns, hereby reserves the right to use all of the land above described so long as such use does not constitute an undue interference with use of said easement by Grantee; PROVIDED, however, that if Grantor, its successors and assigns, desires to make use of said lands which requires relocation of said stormwater drainage, Grantee shall, at Grantor's expense, relocate said right-of-way in a location approved by Grantor.
7. Grantee shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement agreement and shall indemnify and hold harmless Grantor from all damages, claims, suits, recoveries, judgments, and executions (including costs, expenses, and reasonable attorneys' fees) which may be made, had, brought, or recovered by reason of or on account of injury (including death) to any person whomsoever (including its agents, servants, employees, tenants and contractors) or damage to the property of any person whomsoever (including its agents, servants, employees, tenants and contractors) caused by, arising from, incidental to, connected with, or growing out of its said activities under this easement agreement, unless caused by the negligent or wilful actions or inactions of Grantor, its agents, servants, employees, tenants or contractors.
8. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Grantee. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities now or hereafter maintained upon the easement, or in any way interfere with, obstruct or endanger the Grantee's use of the easement.

The Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damages, expense and liability of any kind and description and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, its heirs, successors, and assigns or by any persons, firms, or corporations, because of the construction and/or maintenance of said facilities.



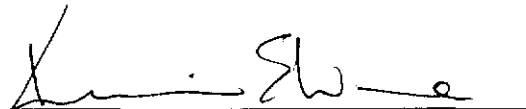
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9. The Grantor also covenants to and with the Grantee that Grantor lawfully owns the land aforesaid; has a good and lawful right and power to convey easement rights to the same and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever, subject to Grantor's deed reservations herein otherwise set forth.
10. Said easement shall continue so long as the said Grantee, its successors or assigns, shall make use of the same for the purpose above specified, but upon permanent discontinuance of said use, this easement shall be of no force or effect. For purposes of this easement agreement, permanent discontinuance shall be defined as non-use by Grantee of said easement for a period longer than one year.
11. The terms, conditions, and provisions of this easement agreement shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

GRANTOR:

PORT OF SKAGIT COUNTY




Kevin E. Ware



Glenn B. Allen

GRANTEE:



Scott Chritton

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 18 2004

Amount Paid \$
Skagit County Treasurer
By:  Deputy



200402180054

Skagit County Auditor

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 17th day of February, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin E. Ware and Glenn B. Allen, to me known to be the President and Secretary, respectively, of the Port Commission of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Deborah D. Hamilton
(Signature)
Deborah D. Hamilton
(Print Name)

NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County
My commission expires: 10-24-06



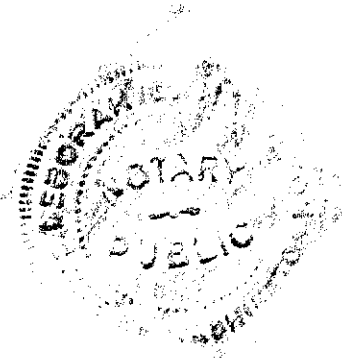
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STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 17th day of February, 2004, before me, personally appeared Scott Chritton, to me known to be the individual described in and who executed the within instrument and acknowledged he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

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



Deborah D. Hamilton
(Signature)

Deborah D. Hamilton
(Print Name)

NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County
My commission expires: 10-24-06



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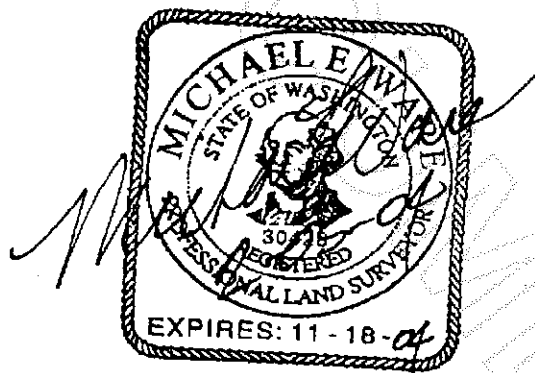
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EXHIBIT "A"

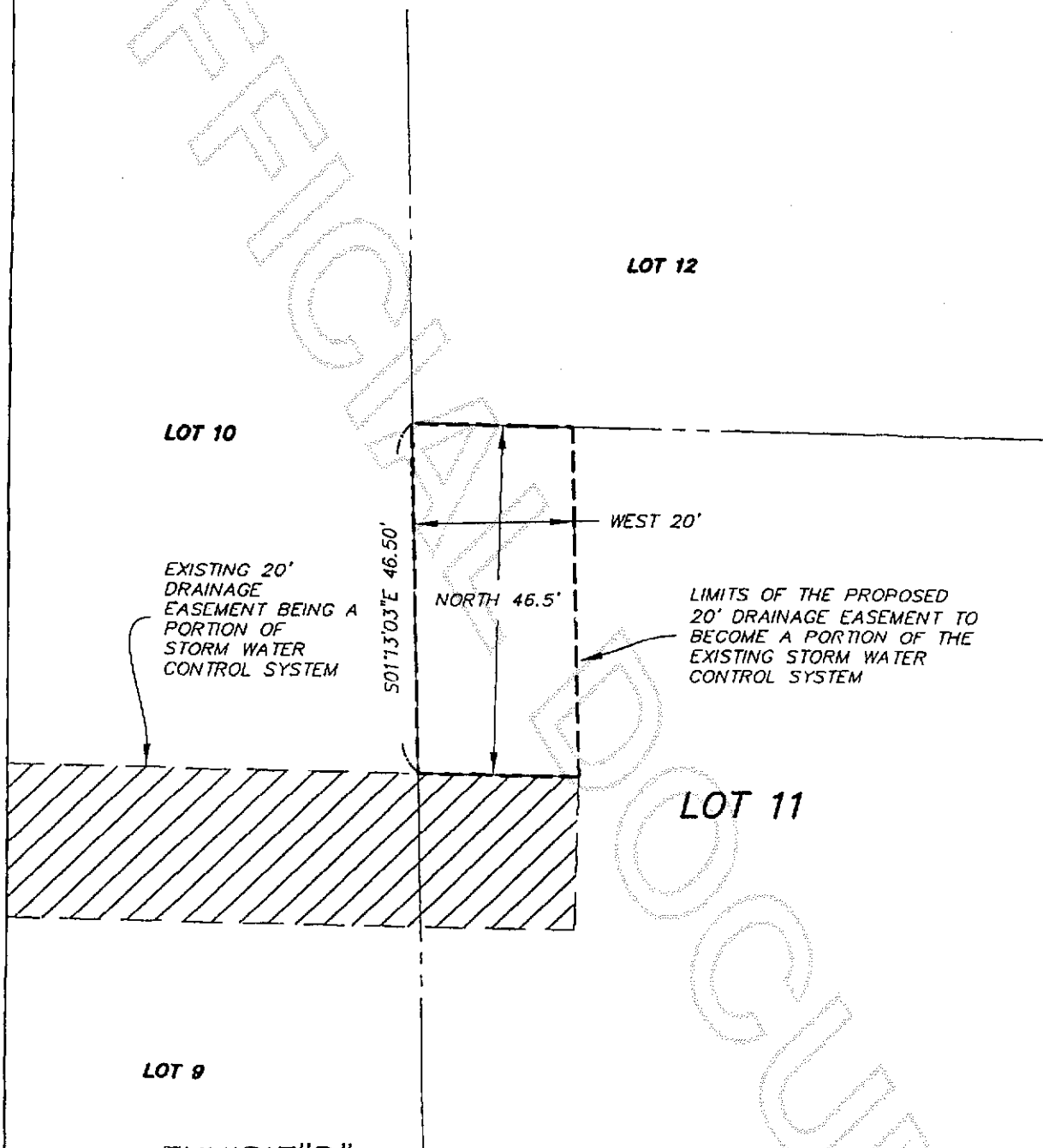
ALL THAT PORTION OF LOT 11 OF THAT CERTAIN BINDING SITE PLAN KNOWN AS THE "HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN", AS APPROVED JANUARY 22, 2003 AND AS RECORDED UNDER AUDITOR FILE NUMBER 200301300162, RECORDS OF SKAGIT COUNTY, WA. (FORMERLY KNOWN AS THE HOPPER ROAD BUSINESS PARK BSP AUDITOR FILE NUMBER 200002230067), ALL BEING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 46.50 FEET OF THE WEST 20.00 FEET OF SAID LOT 11.



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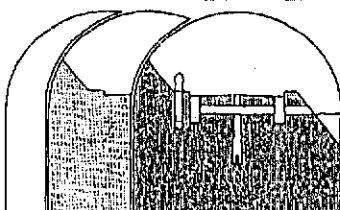
**A PORTION OF LOT 11
OF THE "HOPPER ROAD BUSINESS PARK REVISED BINDING
SITE PLAN IN THE NW 1/4 OF SEC 8, TWP 34N, R 4E,
BURLINGTON, WASHINGTON FOUND AT AUDITORS FILE
NUMBER 200301300162, RECORDS OF SKAGIT COUNTY**



LOT 9

EXHIBIT "B"

THE INTENT OF THIS EXHIBIT
IS ONLY TO SUPPORT THE
WRITTEN DOCUMENTS.



Sound Development Group

ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
160 Cascade Place, Suite 206
Burlington, WA 98233
Tel: 360-404-2010 Fax: 360-404-2008



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