



200412030009

Skagit County Auditor

12/3/2004 Page 1 of 14 9:05AM

**WHEN RECORDED RETURN TO:**

John Leander  
Burlington-Edison School District  
491 North Burlington Blvd.  
Burlington, Washington 98233

LAND TITLE OF SKAGIT COUNTY

113159-PE

**SPECIAL WARRANTY DEED**

**Grantor:** Einer Knutzen Testamentary Trust

**Grantee:** Burlington-Edison School District

**Abbreviated Legal Description:** A portion of tax parcels P38141 and ~~P38142-1A~~  
Skagit County, Washington. TR. C of Survey 200401070083 in 31-35-4 E W.M.

Full legal description appears on Exhibits A, C and D.

**Assessor's Property Tax Parcel or Account Number:** P38141, ~~P38142~~ & P38151

**Reference Numbers of Documents Assigned or Released:** n/a

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

# 0486

DEC 03 2004

Amount Paid  
By Skagit Co. Treasurer  
Deputy

*The property described on the attached Exhibit A will be combined or aggregated with contiguous property owned by Grantee. This Deed or the boundary adjustment provided hereby, is not for the purpose of creating an additional building lot.*

## SPECIAL WARRANTY DEED

The Grantor, Einer Knutzen Testamentary Trust, for and in consideration of ten dollars (\$10.00), in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, bargains, sells, and conveys to "Grantee" Burlington-Edison School District, a Washington municipal corporation, the real estate described in Exhibit A, attached hereto and incorporated herein by this reference, situated in the County of Skagit, State of Washington, together with all after acquired title of the Grantor therein, reserving to the Grantor (and its heirs, successors and assigns) and granting to Grantee a non-exclusive perpetual easement for ingress to and egress over the Easement Area and for the construction, reconstruction, inspection, location, maintenance, improvement and repair by the Grantor and/or Grantee of reasonable utility and other facilities necessary for use of Grantee's property in accordance with the following terms and conditions:

### Terms of Easement:

1. Reservation and Grant of Easement. "Grantor's Property" is hereby defined as the real property legally described in the attached Exhibit C. Grantor hereby reserves for the benefit of itself, its successors and assigns and Grantor's Property and grants to Grantee, its successors and assigns for the benefit of the real property conveyed by the foregoing deed ("Grantee's Property"), a perpetual, non-exclusive and appurtenant easement for the use, operation, maintenance, repair and replacement of (a) a roadway for the purposes of access, ingress and egress over the Easement Area to and from the public road commonly known as Burlington Boulevard; (b) utilities, including but not limited to storm drainage systems for the benefit of Grantor's Property only; (c) directional and tenant signage at the entry of the roadway, and (d) landscaping (the "Road Easement") in, upon and over a portion of Grantor's and Grantee's Property as generally shown on Exhibit B attached hereto and more particularly described on Exhibit D attached hereto (the "Road Easement Area"); provided the Road Easement Area may not be used by any party or person to park or store any vehicle regardless whether on a short or long term basis.
2. Scope of Benefit. The easement rights granted herein are intended solely for the benefit of the Grantee Property and the Grantor Property and the easements and other rights and interests granted herein shall not be assigned or extended to any properties.
3. Definition of Maintenance. As used herein, "Maintenance" shall mean the maintenance of the Road Easement Area, once improved, and the improvements located thereon in a good and safe condition, and in compliance with all applicable laws, rules, regulations and ordinances. Maintenance shall include, but not be limited to, normal and recurrent



200412030009  
Skagit County Auditor

UNRECORDED

maintenance activities and repairs as necessary with the type of material originally installed or such substitute as shall in all respects be equal in quality, appearance and durability. The term "maintenance" includes reconstruction as reasonably necessary. At such time as a party no longer has an interest in either Grantee's Property or Grantor's Property, it shall be released and discharged from any obligations under this Agreement accruing thereafter.

4. Road Association. An informal road association ("Association") is hereby formed consisting of two members, one for the Grantee Property and one for the Grantor Property. Each member shall have one vote in the Association and shall be bound by this Declaration.

4.1. The purpose of the Association shall be to:

4.1.1.1. Maintain, but not initially construct, a private road over the Easement Area.

4.1.1.2. Keep records of road maintenance costs.

4.1.1.3. Collect assessments from owners of the properties benefited by this Easement to reimburse costs documented for the maintenance of the Easement Area.

4.2. All decisions of the Association shall be made by a simple majority vote of all members in attendance at any regular or special meeting, except as expressly provided otherwise in this instrument; in the event of deadlock between the members, the issue shall be submitted to arbitration in accordance with the laws of the State of Washington.

4.3. The cost of constructing and maintaining the Easement Area and the roadway thereon shall be borne by the ownership of each Lot affected based on the following share distribution.

4.3.1. Grantor Property 55% Percent

4.3.2. Grantee Property 45% Percent

4.3.3. In the event that a party hereto shall desire to have road work done at common expense he shall provide a written notice to the other party by certified mail explaining the nature of the work desired and the expected cost thereof among the ownership of the affected Lots. If, after the expiration of ten days from the date of receipt of said notice by all property owners affected, no objection to such work has been received in writing from the recipient, such work may be initiated. Approval of road work shall not be unreasonably withheld. Receipts for work completed must be submitted to the Road Association. The owner initiating road work shall be



200412030009

Skagit County Auditor

reimbursed for his costs in accordance with the procedures outlined herein. If any owner degrades the road beyond normal wear and tear due to misuse or construction, it shall be the responsibility of that owner to restore said road to reasonable condition.

4.4. A party hereto who has initiated and paid monies for road expenses in accordance with the procedures outlined herein will be reimbursed by the other party, for its share as provided above, of the reasonable expenses incurred.

5. Dedication. Upon request by either party hereto that the Easement Area and any improvements be dedicated to the City of Burlington or Skagit County, each affected owner shall dedicate the roadway portion of his property to the City or County for use, operation and maintenance as public County roads. A deed or other such instrument conveying the roadway area shall be signed by the affected owner on demand of the other party.
6. Liability. Use of the roadways described herein shall be at the user's own risk. Each property owner shall hold each other harmless from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by them, their heirs, successors and assigns, because of construction and/or maintenance of said roadway.
7. Remote Parties. The benefit and burden of this easement shall run with the property subject to or benefited by this easement and all subdivisions thereof and shall be binding on all parties having or acquiring any right, title or interest in this property or any part thereof, as well as their heirs, successors or assigns. They shall inure to the benefit of each present or future owner of said property.
8. Utilities. Each Party shall be responsible for installing, operating, maintaining and repairing, at its sole cost and expense those utilities within the Easement Areas that serve its property. In the event a party hereto has voluntarily installed utility lines in the Easement Area, the other party to this Easement shall be entitled to connect to such utility lines to serve such latter party's property; provided such connection shall be allowed only if (i) excess capacity exists in such utility line and (ii) all expenses of such connection (as well as of subsequent maintenance of such connecting lines) are paid in full by the party so connecting.
9. General Provisions.
  - 9.1. Successors and Assigns. This instrument and the covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon Parties and their successors and assigns.



200412030009

Skagit County Auditor

9.2. Injunctive Relief. In the event of any violation or threatened violation of any of the terms, covenants and conditions contained in this instrument, in addition to the other remedies herein provided and provided by law, any benefited party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

9.3. Modification. This instrument may be modified only by a written instrument duly executed and acknowledged by all of the then owners of all of the real property affected hereby. No modification or rescission of this instrument will affect the rights of any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust, which at that time constitutes a lien on any such real property.

9.4. Notices. All notices to be given pursuant to this instrument shall be in writing and given by personal delivery or by United States certified mail, postage prepaid, return receipt requested, properly addressed to recipient by name at the last known address of such recipient. Anyone may specify or change its mailing address at any time by giving written notice to all of the other parties in the manner hereinabove provided. Notices shall be deemed given on the date of personal service or, if mailed, on the date of delivery or attempted delivery as shown on the return receipt.

9.5. Attorney Fees. In the event any party brings an action to enforce or construe the terms of this instrument, the prevailing party to any such action shall be entitled to recover from the other party its costs and reasonable attorney fees incurred therein.

9.6. Captions. Article and paragraph captions are for convenience only are not a part of this instrument.

9.7. Entire Agreement. This instrument constitutes the entire agreement between the parties regarding the subject matter hereof, and neither party shall be bound by any communication between them which is not embodied by this Agreement.

9.8. Choice of Law. This instrument shall be governed by the laws of the State of Washington.

*The property described on the attached Exhibit A will be combined or aggregated with contiguous property owned by Grantee. This Deed or the boundary adjustment provided hereby, is not for the purpose of creating an additional building lot.*

**Signatures on following pages.**



200412030009  
Skagit County Auditor

DATED this 11th day of November, 2004.

GRANTOR

EINER KNUTZEN TESTAMENTARY TRUST

By:

Ronald Knutzen  
Ronald Knutzen, Co-Trustee

By:

Clifford J. Sells  
Clifford J. Sells, Co-Trustee

By:

Charles Barbo  
Charles Barbo, Co-Trustee

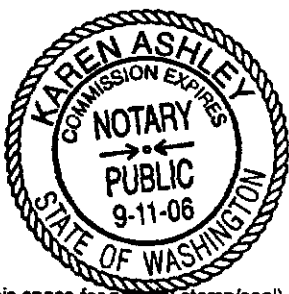
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that Ronald Knutzen, Clifford J. Sells, ~~and Charles Barbo~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Co-Trustees of EINER KNUTZEN TESTAMENTARY TRUST to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated DECEMBER 2, 2004.



(Use this space for notarial stamp/seal)

Karen Ashley

Name: KAREN ASHLEY

NOTARY PUBLIC, State of Washington

My appointment expires 9/11/06



200412030009

Skagit County Auditor

STATE OF Washington }  
County of King, SS:

I certify that I know or have satisfactory evidence that Charles Barbo  
signed this instrument, on oath stated that He is  
authorized to execute the instrument and acknowledged it as the Co-Trustee  
of The Einer C. Knutzen Testamentary Trust to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated: December 6, 2004

Kathleen M. Muzina  
Notary Public in and for the State of WA Washington  
Residing at Seattle  
My appointment expires: 6/29/05

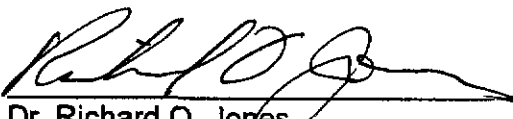


200412030009

Skagit County Auditor

DEED ACCEPTED:

BURLINGTON-EDISON SCHOOL  
DISTRICT

By:   
Dr. Richard O. Jones  
Superintendent

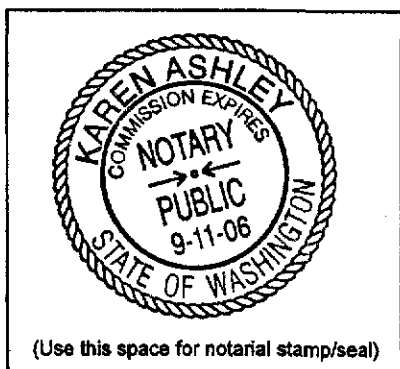
Date: DECEMBER 2, 2004


STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that **Dr. Richard O. Jones** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Burlington-Edison School District to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated DECEMBER 2, 2004



  
Name: KAREN ASHLEY  
NOTARY PUBLIC, State of Washington  
My appointment expires 9/11/06



200412030009  
Skagit County Auditor



DEED APPROVED FOR PURPOSES OF BOUNDARY LINE  
ADJUSTMENT

DATED this 11<sup>th</sup> day of November, 2004.

The above described property will be combined or aggregated with contiguous property owned by the grantee. This lot boundary adjustment is not for the purpose of creating an additional lot.

Margaret Clark 11/17/04  
PLANNING DIRECTOR DATE

City of Burlington

By: Margaret Clark  
Its: \_\_\_\_\_

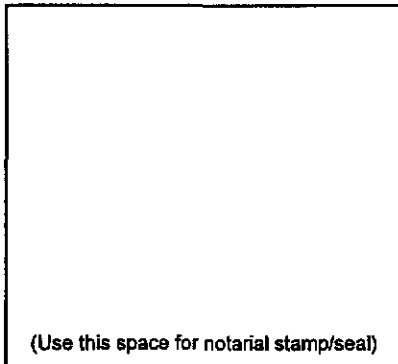
STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_ )

ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person acknowledged  
that s/he signed this instrument, on oath stated that s/he was authorized to  
execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ to be the free and voluntary act of such party for the  
uses and purposes stated therein.

Dated \_\_\_\_\_



\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
My appointment expires \_\_\_\_\_



200412030009  
Skagit County Auditor

**EXHIBIT A TO SPECIAL WARRANTY DEED  
LEGAL DESCRIPTION OF THE PROPERTY TRANSFERRED**

That portion of "NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., said portion being more particularly described as follows:

Beginning at the Northwest corner of said "NEW PARCEL C";  
thence South  $34^{\circ}09'09''$  West 320.87 feet to the easterly right of way margin of State Highway 1, (now Interstate No. 5), and a point on a curve, the center of said curve being South  $63^{\circ}49'59''$  East 2764.79 feet;  
thence Southerly along the arc of said curve to the left having a radius of said 2764.79 feet, through a central angle of  $02^{\circ}45'36''$ , an arc distance of 133.19 feet to the South line of said North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}09'19''$  East 1207.80 feet along said South line to a point that is North  $89^{\circ}09'19''$  West 180.06 feet from the West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 390.02 feet parallel with said West line of North Garl Street to a point that is South  $89^{\circ}09'19''$  East from the POINT OF BEGINNING;  
thence North  $89^{\circ}09'19''$  West 987.95 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.

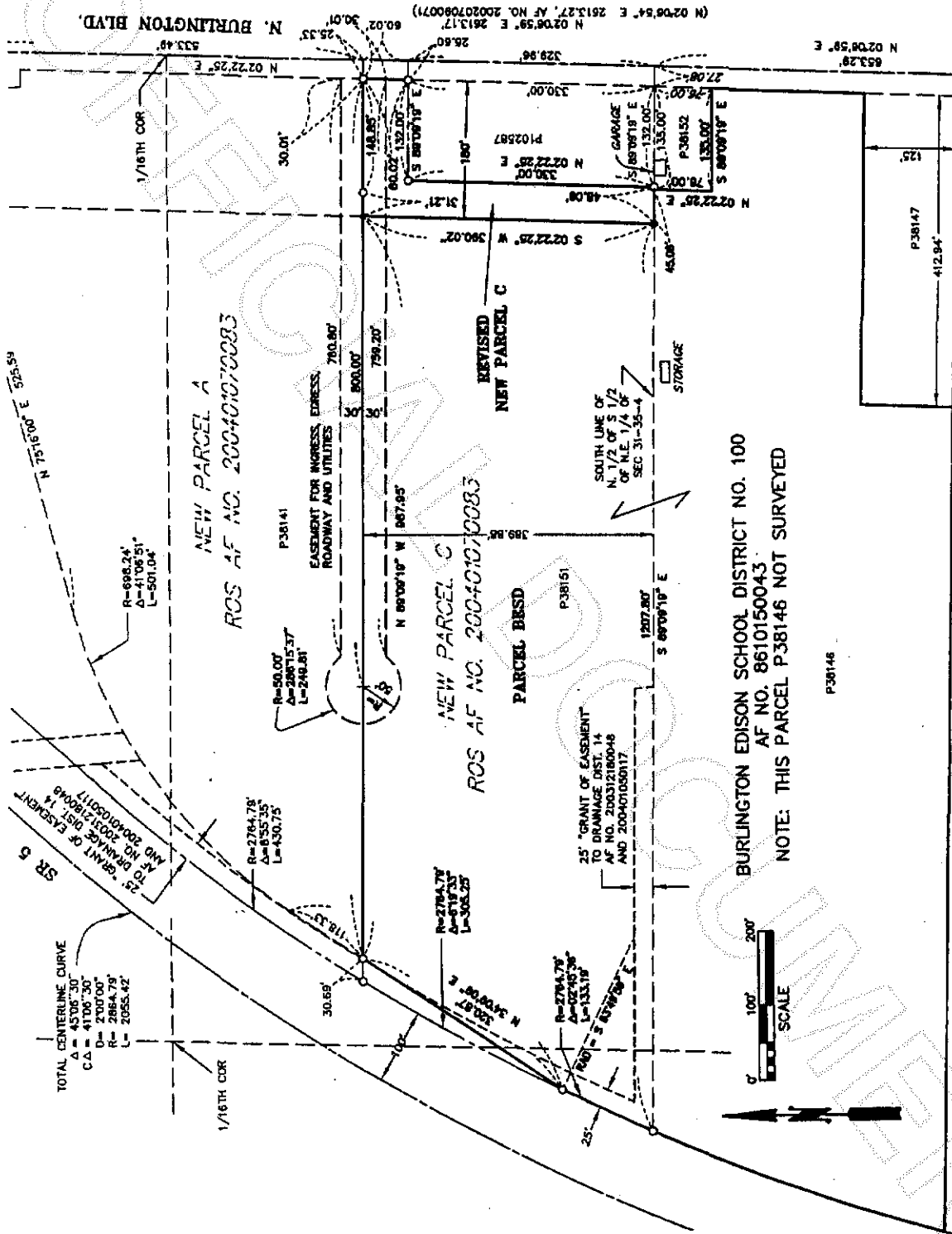
Containing 9.91 acres, more or less



200412030009

Skagit County Auditor

# EXHIBIT B TO SPECIAL WARRANTY DEED GRAPHIC DEPICTION OF EASEMENT AREA



200412030009

Skagit County Auditor

**EXHIBIT C**  
**LEGAL DESCRIPTION OF GRANTOR'S RETAINED PROPERTY**

"NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said "NEW PARCEL C";  
thence South  $34^{\circ}09'09''$  West 320.87 feet to the easterly right of way margin of State Highway 1, (now Interstate No. 5), and a point on a curve, the center of said curve being South  $63^{\circ}49'59''$  East 2764.79 feet;  
thence Southerly along the arc of said curve to the left having a radius of said 2764.79 feet, through a central angle of  $02^{\circ}45'36''$ , an arc distance of 133.19 feet to the South line of said North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}09'19''$  East 1207.80 feet along said South line to a point that is North  $89^{\circ}09'19''$  West 180.06 feet from the West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 390.02 feet parallel with said West line of North Garl Street to a point that is South  $89^{\circ}09'19''$  East from the POINT OF BEGINNING;  
thence North  $89^{\circ}09'19''$  West 987.95 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.



200412030009

Skagit County Auditor

**EXHIBIT D TO SPECIAL WARRANTY DEED  
LEGAL DESCRIPTION OF THE EASEMENT AREA**

That portion of "NEW PARCEL A" and "NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., said portion being more particularly described as follows:

Beginning at the Southeast corner of said "NEW PARCEL A";  
thence North  $02^{\circ}22'25''$  East 30.01 feet along the West line of North Garl Street (Now Burlington Blvd.);  
thence North  $89^{\circ}09'19''$  West 760.80 feet to a point on a curve that is North  $53^{\circ}58'29''$  East from the center of said curve;  
thence along the arc of said curve to the left concave to the east having a radius of said 50.00 feet, through a central angle of  $286^{\circ}15'37''$ , an arc distance of 249.81 feet to a point that is South  $52^{\circ}17'07''$  East from said center;  
thence South  $89^{\circ}09'19''$  East 759.20 feet to said West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 30.01 feet along said West line of North Garl Street to the POINT OF BEGINNING;

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.

Containing 1.22 acres, more or less  
Situate in Skagit County, Washington



200412030009

Skagit County Auditor

**EXHIBIT A TO SPECIAL WARRANTY DEED  
LEGAL DESCRIPTION OF THE PROPERTY TRANSFERRED**

That portion of "NEW PARCEL C" as delineated on Record of Survey Map recorded as Auditor's File Number 200401070083, records of Skagit County, Washington, in the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , of Section 31, Township 35 North, Range 4 East, W.M., said portion being more particularly described as follows:

Beginning at the Northwest corner of said "NEW PARCEL C";  
thence South  $34^{\circ}09'09''$  West 320.87 feet to the easterly right of way margin of State Highway 1, (now Interstate No. 5), and a point on a curve, the center of said curve being South  $63^{\circ}49'59''$  East 2764.79 feet;  
thence Southerly along the arc of said curve to the left having a radius of said 2764.79 feet, through a central angle of  $02^{\circ}45'36''$ , an arc distance of 133.19 feet to the South line of said North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ;  
thence South  $89^{\circ}09'19''$  East 1207.80 feet along said South line to a point that is North  $89^{\circ}09'19''$  West 180.06 feet from the West line of North Garl Street (now Burlington Blvd.);  
thence North  $02^{\circ}22'25''$  East 390.02 feet parallel with said West line of North Garl Street to a point that is South  $89^{\circ}09'19''$  East from the POINT OF BEGINNING;  
thence North  $89^{\circ}09'19''$  West 987.95 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, restrictions, exceptions and other instruments of record.

Containing 9.91 acres, more or less



200412030009  
Skagit County Auditor