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Skagit County Auditor

After recording return document to:

1/31/2008 Page 1 of 6 4:23PM

City of Burlington
833 S Spruce Street
Burlington, WA 98233

Document Title: Slope Easement

Reference Number of Related Document: N/A

Grantors: Greg Ingman & Barbara A. Ingman

Grantee: City of Burlington

Legal Description: Ptn. NW 1/4, 32-35-4E W.M.

Additional Legal Description is on Exhibit A of Document

Assessor's Tax Parcel Numbers: P109091, P109092

SLOPE EASEMENT

North Burlington Boulevard Improvements

The Grantors, **GREG INGMAN AND BARBARA A. INGMAN, husband and wife**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby convey and grant unto the **CITY OF BURLINGTON, a municipal corporation of the State of Washington**, and its assigns, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, a permanent non-exclusive easement over, under, upon and across the hereinafter described land for the purpose of construction and protection of a slope ("Slope Easement area") as part of the above-referenced project, along with the right to maintain and repair the slope at the City's discretion:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

This easement is granted subject to the following terms and conditions:

1. Grantee shall at all times maintain the slope easement area in good condition.
2. The Grantee shall, upon completion of any work within the slope easement area, restore the surface of said area, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the Grantee.

SLOPE EASEMENT

3. Grantor shall retain the right to use the surface and subsurface of the slope easement area to the extent that such use does not unreasonably interfere with the easement rights granted herein to the Grantee.
4. Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property whatsoever suffered by Grantor's heirs, successors and assigns or by any persons, firms, or corporation, because of the construction and/or maintenance of said improvements.
5. If the Grantor proposes in writing to the Administrator of the City of Burlington Department of Planning (the "Administrator") that Grantor wishes to develop the Slope Easement area and Grantor's property abutting the Slope Easement area so as to:
 - (a) bring all or any portion(s) of the easement along the length of the Slope Easement area sufficiently near right-of-way grade so as to eliminate the need for the slope to support North Burlington Boulevard; or
 - (b) otherwise eliminate the need for all or any portion(s) of the easement along the length of the Slope Easement area (for example, by constructing a retaining wall or other retaining improvement that would provide sufficient lateral support for North Burlington Boulevard),

then, within sixty (60) days thereafter, the Administrator (or the Administrator's designee) shall:

- (i) Review the proposal (along with any supporting drawings, geotechnical report(s) or other materials submitted with the proposal); and
- (ii) Respond in writing to the Grantor either (1) approving the proposal if and to the extent that the proposal will provide sufficient lateral support for North Burlington Boulevard so as to eliminate the need for all or a portion of the slope to support North Burlington Boulevard or (2) deny the request but only if and to the extent that implementation of the approval would not provide sufficient lateral support for North Burlington Boulevard from a geotechnical engineering perspective.



SLOPE EASEMENT

Within 30 days following the later to occur of (a) completion of implementation of any such approved proposal and (b) written request from Grantor for release or partial release of the easement (as the case may be), the Administrator shall execute and deliver to Grantor in recordable form an instrument terminating the easement or portion(s) thereof the case may be.

6. Access to Grantor's property shall be maintained at all times during the lifetime of the Grantee's slope.

Unless and until terminated as set forth above, this easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantor covenants that it is the lawful owner of the Slope Easement area and that it has a good and lawful right to execute this agreement.

It is understood and agreed that delivery of this Slope Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Burlington unless and until accepted and approved hereon in writing by the City of Burlington.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed the 23rd day of January, 2008 and said Grantee has accepted this instrument on the terms set forth above.

Date: 1/23, 2008

GRANTORS

[Signature]
Greg Ingman

[Signature]
Barbara A. Ingman

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

1/31/2008

Amount Paid
By: [Signature]
Skagit County Treasurer



SLOPE EASEMENT

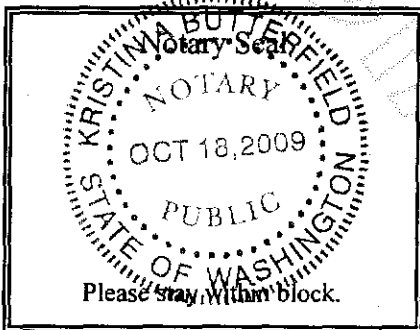
STATE OF WASHINGTON)

County of Skagit)

: ss.

On this 3rd day of January, 2008, before me personally appeared GREG INGMAN AND BARBARA A. INGMAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Kristina A. Butterfield
Notary (print name) Kristina A. Butterfield
Notary Public in and for the State of Washington,
residing at Shoreline
My Appointment expires 10-18-2009

GRANTEE:

Approved as to Form:

CITY OF BURLINGTON

[Signature] FOR:

Chal Martin, P.E.
Public Works Director

Attest:



SLOPE EASEMENT

EXHIBIT "A"

Legal Description of Easement on Parcel P109091

Commencing at the Northwest corner of said Parcel P109091;

Thence South 89°22'32" East, along the North line of said parcel P109091, a distance of 11.67 feet to a point called out as Station 26+78.90, 41.66 feet Right as shown on City of Burlington Right of Way Plan of North Burlington Blvd., Sheet 6 of 7, approved in 2007, on file with the City of Burlington Public Works Department; said point being the Point of Beginning;

Thence continuing South 89°22'32" East, along the North line of said parcel P109091, a distance of 5.00 feet to a point called out as Station 26+79.05, 46.67 feet Right as shown on the aforementioned Right of Way Plan;

Thence South 02°40'30" West, leaving the North line of said parcel P109091, a distance of 93.06 feet to a point on the South line of said parcel P10901;

Thence North 89°22'32" West, along the South line of said parcel P109091, a distance of 5.00 feet;

Thence North 02°40'30" East, leaving the South line of said parcel P109091, a distance of 93.06 feet to the Point of Beginning.



SLOPE EASEMENT

EXHIBIT "A" continued

Legal Description of Easement on Parcel P109092

Commencing at the Northwest corner of said Parcel P109092;

Thence South 89°22'32" East, along the North line of said Parcel P109092, a distance of 11.17 feet to the Point of Beginning;

Thence continuing South 89°22'32" East, along the North line of said Parcel P109092, a distance of 5.00 feet;

Thence South 02°40'30" West, leaving the North line of said Parcel P109092, a distance of 106.98 feet to a point on the South line of said Parcel P109092;

Thence North 89°22'32" West, along the South line of said Parcel P109092, a distance of 5.00 feet;

Thence North 02°40'30" East, leaving the South line of said Parcel P109092, a distance of 106.98 feet to the Point of Beginning.

