



200801310200

Skagit County Auditor

1/31/2008 Page 1 of 4 4:26PM

**When Recorded Return to:**

City of Burlington  
833 S Spruce Street  
Burlington, WA 98233

*Document Title: Utilities Easement*

*Grantor: The Starlight Group LLC*

*Grantee: City of Burlington*

*Legal Description: Ptn NW 1/4, 32-35-4E W.M., aka Trs. 1, 2& 5, BSP Burl-1-99*

*Additional Legal Description is on: Exhibit "A" of this Document*

*Assessor's Tax Parcel Number: 116705*

**UTILITIES EASEMENT**

The Grantor, **THE STARLIGHT GROUP LLC**, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and grants to the **CITY OF BURLINGTON**, a Municipal Corporation of the State of Washington, a perpetual easement over, across and under the following described real property ("the Property" herein) situated in Skagit County, State of Washington, for the purpose of construction, operation, maintenance, repair, replacement, improvement, removal, enlargement of one or more utility systems for purposes of transmission, distribution and sale of electricity:

See attached Exhibit "A" attached hereto and by this reference made a part hereof

Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property ("the Easement Area" herein) described as follows:

See attached Exhibit "B" attached hereto and by this reference made a part hereof

Such systems may include, but not be limited to underground facilities: conduits, lines, cables, vaults, switches and transformers for electricity, fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its electrical systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate

**UTILITIES EASEMENT**

Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

Grantee shall have the right to cut, remove and dispose of any and all brush, trees, or other vegetation in the Easement Area as is reasonably necessary to accomplish the purposes of this Easement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures, or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

This easement shall be a covenant running with the land and shall be binding on the Grantor and Grantor's successors, heirs and assigns. Grantor covenants that Grantor is the lawful owner of the above-described property and has a good and lawful right to execute this easement.

Dated this 14<sup>th</sup> day of January, 2008.

By: Robert A. Egerer

By: Christina L. Egerer

Its: Mgr Member

SKAGIT COUNTY, WASHINGTON  
Real Estate Public In...

Its: Member

JAN 31 2008

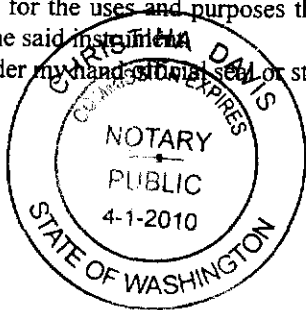
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

Notary Public &  
Skagit County Treasurer  
By: fn Deputy

On this 14<sup>th</sup> day of January, 2008, before me personally appeared Robert A. Egerer and Christina L. Egerer to me known to be the Managing Member and Member of THE STARLIGHT GROUP LLC, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Given under my hand and seal or stamp this 14<sup>th</sup> day of January, 2008.



Christina L. Egerer  
Printed Name: Christina L. Egerer  
Notary Public in and for the State of Washington,  
residing at Orting WA  
My appointment expires 4-1-2010



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**UTILITIES EASEMENT**

**EXHIBIT "A"**

**Legal Description of Parcel P116705 - Before Right of Way Acquisition**

(Shown on Land Title Company Second Limited Liability Report Order No. 120959-LL dated Sept. 11, 2007)

Lot 5 of Binding Site Plan No. Burl-1-99, approved May 1, 2000, recorded May 3, 2000, under Auditor's File No. 200005030015 and being a portion of the Northwest ¼ of Section 32, Township 35 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for access and utilities over, under and across Lots 1, 2 and 3 of said BSP No. Burl-1-99.

Situate in the County of Skagit, State of Washington.

**Legal Description of Easement on Parcel P116705**

Commencing at the Northwest corner of said Parcel P116705;

Thence South 02°22'13" West, along the Easterly Right of Way of North Burlington Blvd., a distance of 194.69 feet to a point on the South line of said Parcel P116705;

Thence South 89°22'32" East, leaving said Easterly Right of Way of North Burlington Blvd., and along the South line of said Parcel P116705, 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;;

Thence North 02°40'30" East, leaving the South line of said Parcel P116705, a distance of 13.80 feet to the Point of Beginning of this legal description;



**UTILITIES EASEMENT**

**EXHIBIT "A" continued**

Thence continuing North 02°40'30" East, a distance of 10.00 feet;

Thence South 87°48'07" East, a distance of 5.00 feet;

Thence South 02°40'30" West, a distance of 10.00 feet;

Thence North 87°48'07" West, a distance of 5.00 feet to the Point of Beginning.

Said parcel having an area of 50 square feet, more or less.

