

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Serena S. Carlsen
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101



201012140057

Skagit County Auditor

12/14/2010 Page

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
DEC 14 2010

Amount Paid ☒
By *mlm* Skagit Co. Treasurer Deputy

Space above this line for Recorder's use.

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT** (this "**Easement Agreement**") is made and entered into effective December 14th, 2010 by and between GULL INDUSTRIES, INC., a Washington corporation ("**Grantor**") and CITY OF BURLINGTON ("**Grantee**").

RECITALS

P23781
6-34-4

A. Grantor is the owner of all that certain real property in Skagit County, Washington, described in Exhibit A attached hereto (the "**Gull Property**"). Grantor is in the process of completing a boundary line adjustment to amend the current parcels within the Gull Property into the three parcels legally described on Exhibit A-1 (the "**Gull Parcels**").

B. Grantor installed an 8" sanitary sewer line and related equipment (the "**Sanitary Sewer Line**") across a portion of the Gull Property, in conformance with the requirements of the City of Burlington. The Sanitary Sewer Line was installed for the benefit of the Gull Parcels.

C. This instrument sets forth the terms and conditions under which the Grantor will convey title of the Sanitary Sewer Line to Grantee and grant to Grantee an easement within the Gull Property.

AGREEMENT

1. **Conveyance of Sanitary Sewer Line - Grant of Sewer Easement.** Grantor does hereby assign, convey, transfer and set over to Grantee all of its rights, titles and interests in and to the Sanitary Sewer Line and Grantee accepts the Sanitary Sewer Line in its present condition and hereby assumes all duties and liability with respect thereto. Grantor hereby grants and conveys to Grantee and its agents, designees and/or assigns ("**Grantee**") for the purposes hereinafter set forth, a perpetual easement under, across, and over a portion of the Gull Property

within the area described on Exhibit B (the "**Easement Area**") attached hereto, a depiction of said easement being attached hereto as Exhibit B-1, both incorporated herein by this reference, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington.

3. **Purpose of Easement.**

The Easement is granted for the sole purpose of constructing, reconstructing, installing, repairing, replacing, operating and maintaining underground sewer pipelines and related manhole structures and apparatus for the benefit of the Gull Parcels.

4. **Obstructions; Improvements; Landscaping.**

To the extent necessary, Grantee shall have the right to disturb any asphalt or hardscape in the Easement Area to carry out the purposes of the Easement set forth in paragraph 3 above, so long as Grantee does such work in such a manner as to minimize any disturbance to Grantor, and Grantee promptly replaces the same in a commercially reasonable manner. Grantee may also from time to time need to remove and dispose of vegetation, trees, or other landscaping within the Easement Area to the extent reasonably necessary to carry out the purposes of the Easement set forth in paragraph 3 above, and Grantee shall install or replace such landscaping in a commercially reasonable manner.

5. **Grantor's Use of Easement Area.**

Grantor may continue to use the Easement Area for any purpose not inconsistent with Grantee's rights; provided, however, Grantor shall not construct or maintain any buildings or structures on the Easement Area without Grantee's prior written consent.

6. **General Provisions.**

A. **Access.** Grantee shall have the right of access to the Easement Area over and across Grantor's property to the extent reasonably necessary to enable Grantee to exercise its rights hereunder, but such rights shall not include access to or entries upon the interior of any improvements on the Property. Except in the case of an imminent need to effect any repairs to avoid the loss of sewer service or the risk of personal injury or property damage, Grantee shall make good faith attempts to provide at least seven (7) days' written notice to Grantor prior to each entry at Grantor's address for notices herein or as last provided to Grantee.

B. **Indemnification.** Grantee agrees to release, indemnify and hold Grantor harmless from and against liability, including attorney's fees, incurred by Grantor as a result of any acts or omissions of Grantee in the exercise of the rights herein granted to Grantee, or any personal injury caused by Grantee's use of the Easement Area, and Grantee shall promptly restore any damage to Grantor's improvements on the Gull Property caused by Grantee in the exercise of its rights under this instrument, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.



Each reference to Grantor and Grantee in this Section 6 shall be deemed to include such party's employees, agents, tenants, invitees and contractors.

C. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this instrument arising out of or pertaining to this instrument or the relationship of the parties, including but not limited to the filing of a lawsuit, a request for an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceeding"), and any appeals and collateral actions relative to such a Proceeding, the substantially prevailing party as determined by the court or as determined in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such Proceeding from the non-prevailing party, in addition to such other relief as may be awarded.

D. Binding Effect. This instrument shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto; provided, however, Grantor shall not be liable under this instrument for any acts or omissions of any other person that occur after Grantor conveys the Property to any unrelated person of record. The easement created by this instrument shall be appurtenant, shall touch and concern the real property identified above, and shall run with the land. The Grantor warrants that the Grantor has good title to the property and warrants the Grantee's easement to and quiet enjoyment of the easement conveyed herein.

E. Applicable Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this instrument shall be exclusively within the state or federal courts of Skagit County, Washington.

F. Entire Agreement. This instrument contains the entire agreement between the parties with respect to this matter and may not be modified except in a writing signed by both parties.

G. Waiver. Any waiver by a party of a breach of any provision of the agreement contained within this instrument by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

H. Severability. If for any reason any portion of this instrument or any agreement contained herein shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this instrument or agreement and the remaining portions of the instrument shall remain in full force and effect.

I. Notices. Any notice required or desired to be given under this instrument shall be deemed given if it is in writing and actually delivered to the party, or sent by certified mail to the address listed below for that party:



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Skagit County Auditor

To Grantor:

Gull Industries, Inc.
Attn: William Low
P.O. Box 24687
Seattle WA 98124
Facsimile No.: (206) 624-5412

To Grantee:

City of Burlington
Attn: Chal A. Martin, P.E.
Public Works Director
833 South Spruce Street
Burlington, WA 98233
Facsimile No.: (360) 755-0783

IN WITNESS WHEREOF, said individual has caused this instrument to be executed this _____
day of December 14th, 2010.

GRANTOR:

GULL INDUSTRIES, INC., a Washington
corporation

By

Its:

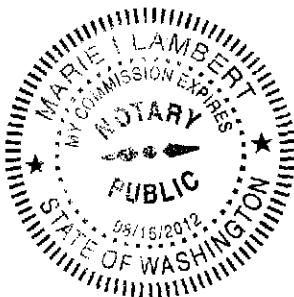
Wm Low
SR VP Real Estate

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify I have know or have satisfactory evidence that William D. Low 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 acknowledge as the
SR VP Real Estate of GULL INDUSTRIES, INC., a
Washington corporation, to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.



Marie Lambert
Printed Name: MARIE I LAMBERT
Notary Public in and for the State of Washington
residing at Mount Vernon
My appointment expires 8/15/2012



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Skagit County Auditor

GRANTEE: CITY OF BURLINGTON



Chal A. Martin
Public Works Director

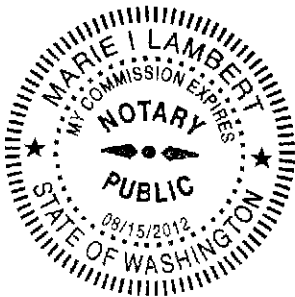
STATE OF WASHINGTON)

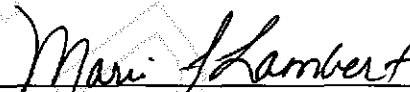
) ss.

County of Skagit)

On this 13th day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chal A. Martin, P.E., known to me to be the Public Works Director, of the CITY OF BURLINGTON, that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said municipal corporation, for the uses and purposes mentioned in this instrument, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.




Printed Name: MARIE I LAMBERT
Notary Public in and for the State of Washington
residing at Mount Vernon,
My appointment expires 8-15-2012



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EXHIBIT A
Legal Description of Gull Property

Parcel "A" Before Adjustment

Parcel "A"

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM, described as follows:

Beginning at the intersection of the South line of the County road along the North side of said Government Lot 1 with the West line of the State Highway; Thence West on the South line of said County road 155 feet; Thence South to a point 35 feet North of the South line of the North Half of the North Half of the North Half of the East Half of Government Lot 1; Thence East parallel with said South line to the West line of the State Highway; Thence North to the point of beginning.

Situate in the County of Skagit, State of Washington

Parcel "B"

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM, described as follows:

Beginning at a point on the West line of the State Highway 15 feet South of the South line of the North Half of the North Half of the North Half of the East Half of said Government Lot 1; Thence West 155 feet parallel to said South line; Thence North 50 feet; Thence East 155 feet parallel to said South line to said State Highway; Thence South to the point of beginning.

Situate in the County of Skagit, State of Washington

Parcel "C"

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM, described as follows:

Beginning at the intersection of the South line of the County road along the North line of said subdivision and West line of the State Highway along the East line thereof; Thence West on the South line of said County road 155 feet to the true point of beginning; Thence West 55 feet; Thence South to a point 15 feet South of the South line of the North Half of the North Half of the North Half of the East Half of said Government Lot; Thence East parallel to the North line of Government Lot 1 a distance of 55 feet; Thence North parallel to said State Highway to the true point of beginning.

Situate in the County of Skagit, State of Washington

Parcel "D"

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM, described as follows:

Beginning at the intersection of the West line of the Pacific Highway and the South line of the County road along the North line of Government Lot 1; Thence West 210 feet to the true point of



beginning; Thence West 45 feet; Thence South to a point 15 feet South of the South line of the North Half of the North Half of the North Half of said Government Lot 1; Thence East parallel to the North line of Government Lot 1 to a point which is South of the true point of beginning; Thence North to the true point of beginning.

Situate in the County of Skagit, State of Washington

All the above containing 33,019 square feet.

Except from the above Parcels A, B, C and D any portion lying within road right of way.

Parcel "B" Before Adjustment

The East 300 feet of the following described Tract:

The South Half of the North Half of the Northeast Quarter of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM,
Except the East 40 feet as conveyed to the City of Burlington by deed recorded November 12, 1985 under Auditors File No. 8511120050,
And Except the North 15 feet thereof .

Containing 44,534 square feet.

Situate in the County of Skagit, State of Washington

Parcel "C" Before Adjustment

The South Half of the North Half of the Northeast Quarter of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM,
Except the North 15 feet thereof,
And Except the East 340 feet thereof.

Containing 46,333 square feet.

Situate in the County of Skagit, State of Washington



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EXHIBIT A-1
Legal Description of Gull Parcels

Parcel "A" After Adjustment

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM described as follows:

Commencing at the Northeast corner of said Section 6; Thence South 0° 00' 04" East, along the East line of said Section 6 a distance of 326.89 feet to the Southeast corner of the South Half of the North Half of the Northeast Quarter of Government Lot 1 of said Section 6; Thence North 89° 25' 07" West, along the South line thereof, 40.00 feet to the West line of the East 40.00 feet of said Section 6 and the **TRUE POINT OF BEGINNING**; Thence North 0° 00' 04" West, along said line, 255.39 feet to the Southeast corner of that certain parcel as conveyed to the City of Burlington by Deed recorded under Auditors File No. 8810100024, records of Skagit County Washington; Thence North 89° 24' 58" West, along the South line of said parcel, 7.00 feet to an angle point in said parcel; Thence continue along said parcel the following courses, North 0° 00' 04" West 11.82 feet; Thence along a non-tangent curve concave to the Southwest whose radius point bears South 50° 51' 12" West a distance of 49.00 feet through a central angle of 50° 11' 59" an arc distance of 42.99 feet; Thence North 89° 24' 58" West along the South line of said parcel recorded under AFN 8810100024 a distance of 200.50 feet to the West line of that certain parcel as described under document recorded under Auditors file no. 8604010050; Thence South 0° 00' 04" East, along the West line of said parcel and said parcel extended, 284.90 feet to the South line of the South Half of the North Half of the Northeast Quarter of Government Lot 1 of said Section 6; Thence South 89° 25' 07" East, along said line, 245.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 69, 387 square feet, more or less.

Subject to easements, restrictions and reservations of record.

Situate in the County of Skagit, State of Washington

Parcel "B" After Adjustment

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM described as follows:

Commencing at the Northeast corner of said Section 6; Thence South 0° 00' 04" East, along the East line of said Section 6 a distance of 326.89 feet to the Southeast corner of the South Half of the North Half of the Northeast Quarter of Government Lot 1 of said Section 6; Thence North 89° 25' 07" West, along the South line thereof, 285.00 feet to the Southerly extension of the West line of that certain parcel described as parcel "D" of document recorded under Auditors File No. 8604010050 and the **TRUE POINT OF BEGINNING**; Thence continue North 89° 25' 07" West 231.01 feet to the East line of "Haggen Drive re-alignment"; Thence Northeasterly along a non-tangent curve, concave to the Southeast, whose radius point bears South 79° 43' 30" East a distance of 442.00 feet, through a central angle of 6° 21' 20" and arc distance of 49.03



feet; Thence along a curve to the left having a radius of 433.00 feet through a central angle of 13° 31' 47" an arc distance of 102.25 feet, more or less to the South line of the North 15.00 feet of the South Half of the North Half of the North Half of said Government Lot 1; Thence South 89° 25' 02" East, along said line, 202.13 feet to the Southwest corner of that certain parcel as described under Auditors File No. 8604010050; Thence South 0° 00' 04" East along the Southerly extension of the West line of that certain parcel as described under Auditors File No. 8604010050, a distance of 148.45 feet to the **TRUE POINT OF BEGINNING**.

Containing 31,809 square feet, more or less.

Subject to easements, restrictions and reservations of record.

Situate in the County of Skagit, State of Washington

Parcel "C" After Adjustment

That portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM described as follows:

Commencing at the Northeast corner of said Section 6; Thence South 0° 00' 04" East, along the East line of said Section 6 a distance of 326.89 feet to the Southeast corner of the South Half of the North Half of the Northeast Quarter of Government Lot 1 of said Section 6; Thence North 89° 25' 07" West, along the South line thereof, 285.00 feet to the Southerly extension of the West line of that certain parcel described as parcel "D" of document described under Auditors File No. 8604010050; Thence continue North 89° 25' 07" West 231.01 feet to the East line of "Haggen Drive re-alignment" and the **TRUE POINT OF BEGINNING**; Thence Northeasterly along a non-tangent curve, concave to the Southeast, whose radius point bears South 79° 43' 30" East a distance of 442.00 feet, through a central angle of 6° 21' 20" and arc distance of 49.03 feet; Thence along a curve to the left having a radius of 433.00 feet through a central angle of 13° 31' 47" and arc distance of 102.25 feet, more or less to the South line of the North 15.00 feet of the South Half of the North Half of the North Half of said Government Lot 1; Thence North 89° 25' 02" West, along said line, 165.12 feet to the West line of the Northeast Quarter of Government Lot 1; Thence South 0° 04' 51" East, along said line, 148.46 feet to the South line of the South Half of the North Half of the Northeast Quarter of Government Lot 1; Thence South 89° 25' 07" East, along said line, 136.03 feet to the **TRUE POINT OF BEGINNING**.

Containing 22,691 square feet, more or less.

Subject to easements, restrictions and reservations of record.

Situate in the County of Skagit, State of Washington



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Skagit County Auditor

EXHIBIT B
Legal Description of Easement Area

A 15.00 foot wide sewer easement being in a portion of Government Lot 1, Section 6, Township 34 North, Range 4 East, WM described as follows:

Commencing at the Northeast corner of said Section 6; Thence South 0° 00' 04" West, along the East line of said Section 6 a distance of 326.89 feet to the Southeast corner of South Half of the North Half of the Northeast Quarter of Government Lot 1 of said Section 6; Thence North 89° 25' 07" West, along the South line thereof, 40.00 feet to the West line of the East 40.00 feet of said Section 6; Thence North 0° 00' 04" West, along said line, 30.00 feet to the North line of the South 30.00 of said South Half; Thence North 89° 25' 07" West, along said line, 19.91 feet to the **TRUE POINT OF BEGINNING**;

Thence North 0° 00' 00" East 103.15 feet; Thence South 89° 45' 35" East 19.90 feet to the West line of the East 40.00 feet of said Government Lot 1; Thence North 0° 00' 04" West along said line, 15.00 feet; Thence North 89° 45' 35" West 34.90 feet; Thence South 0° 00' 00" West 127.12 feet; Thence North 89° 24' 08" West 245.28 feet; Thence South 0° 00' 04" East 15.00 feet; Thence South 89° 24' 08" East 260.28 feet to a point which lies South 0° 00' 00" West of the true point of beginning; Thence North 0° 00' 00" East 24.06 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Skagit, State of Washington



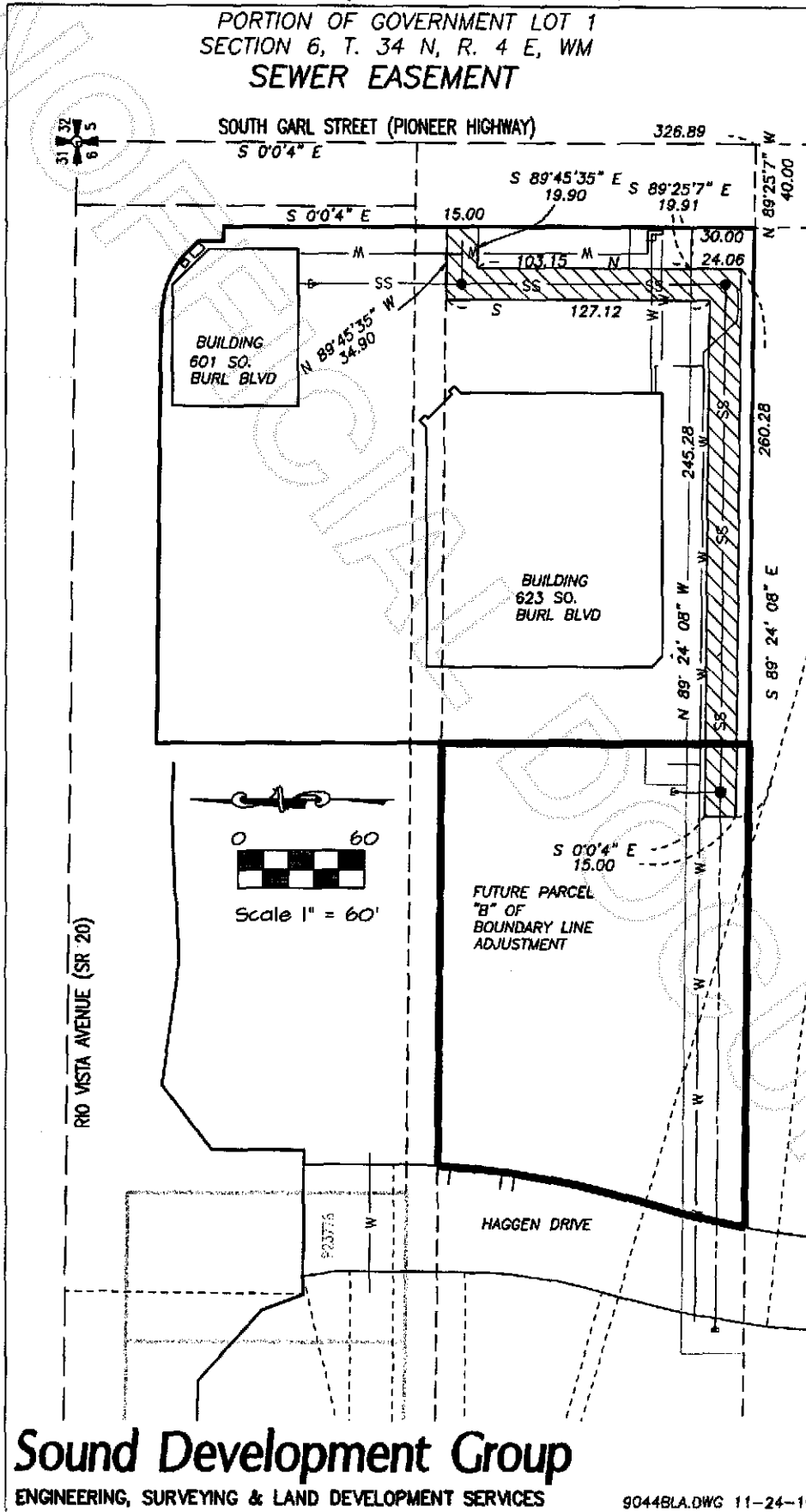
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EXHIBIT B-1 DEPICTION OF EASEMENT AREA.

PORTION OF GOVERNMENT LOT 1
SECTION 6, T. 34 N, R. 4 E, WM
SEWER EASEMENT



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