

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

City of Burlington
City Attorney's Office
833 South Spruce Street
Burlington, WA 98233



201112150041
Skagit County Auditor

12/15/2011 Page 1 of 5 11:58AM

EASEMENT FOR ACCESS

Grantor (s) LARRY ZIMMERMAN, a single man
Grantee (s) CITY OF BURLINGTON, a Washington municipal corporation.
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal:
Additional Legal on page(s)
Assessor's Tax Parcel No's: P121452

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter "Grantor"), and LARRY ZIMMERMAN, a single man (hereinafter "Grantee").

- 1) GRANTOR, is the owner of the following described parcel of property in the City of Burlington, Skagit County, Washington:

The South 82.81 feet of Lot 15, "PLAT OF NIELSEN PARK" as per plat recorded January 3, 2003 under Auditor's file No. 200301030077.

- 2) GRANTEE is a municipal corporation engaged in providing governmental services in Burlington, Washington.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

GRANTOR, hereby grants and conveys to GRANTEE, a non-exclusive perpetual easement for ingress, egress and maintenance of storm water infrastructure over, under and upon the following described property, modified as reasonably necessary to follow topography, for the purpose of providing ingress and egress to and from a drainage easement situated on Lot 15, "PLAT OF NIELSEN PARK" as further described in said plat, recorded on or about January

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
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DEC 15 2011

Amount Paid \$
Skagit Co. Treasurer
By *ME* Deputy

3, 2003 under Auditor's file No. 200301030077, and further, for the purpose of GRANTEE providing maintenance activities within said drainage easement as may be necessary or convenient.

Property description

- 3) The GRANTEE when exercising its rights to perform maintenance in the easement area, shall restore the easement area to a neat and proper order. Obstructions or interferences which in the GRANTEE'S opinion reduce the GRANTEE'S ability to maintain the easement area shall not be required to be restored.
- 4) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by the operation of law.
- 5) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind the owners of the burdened property, and the owner's heirs, successors, and assigns and all persons possessing the property by, through and under the GRANTOR.
- 6) GRANTEE shall be solely responsible for any maintenance costs of the easement area.
- 7) The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this easement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorneys fees.
- 8) There are no verbal or other agreements which may modify or affect this easement. There are no other agreements between the parties relating to any easements of the subject Property other than those describe herein and this easement shall not be construed as applying to any easements not specifically described herein. This easement is an integrated, complete document and constitutes the entire agreement among the parties.

Dated this 12 day of July, 2009.

CITY OF BURLINGTON

LARRY ZIMMERMAN

Larry Zimmerman

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By Edward J. Brunz
Edward J. Brunz, Mayor

Approved as to form:

Scott G. Thomas

Scott G. Thomas
City Attorney

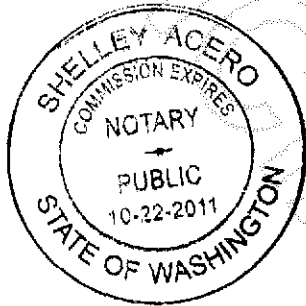


201112150041

Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that EDWARD J. BRUNZ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF BURLINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

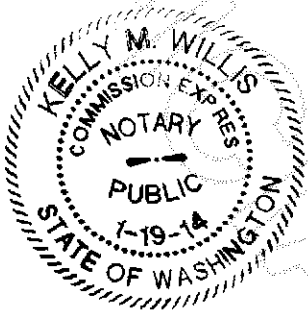


Dated: 7.29.11
Shelley Acero
(Signature)
NOTARY PUBLIC
Shelley Acero
Print Name of Notary
My appointment expires: 10.22.11



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LARRY ZIMMERMAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7-14-11
Kelly M. Willis
(Signature)
NOTARY PUBLIC
KELLY M. WILLIS
Print Name of Notary
My appointment expires: 1-19-14

