



**202108250106**

08/25/2021 03:14 PM Pages: 1 of 8 Fees: \$210.50  
Skagit County Auditor

**AFTER RECORDING RETURN TO:**

PORT OF SKAGIT COUNTY  
15400 AIRPORT DRIVE  
BURLINGTON, WA 98233

**Document Title:**

Amendment of Conveyance/Easement Agreement

**Reference Number of Document assigned, released, amended:**

200209300008

**Grantor:**

Port of Skagit County, a Washington port district

**Grantees:**

City of Burlington, a Washington municipal corporation

**Abbreviated Legal:**

SW ¼ 34 35 03  
03 34 03

**Assessor's Tax Parcel Number(s):**

P120177, 120178, 120192, 119751, 21086, 21081, 118888, 118887,  
118880, 119540, 118889, 119541, 118890, 119542, 118891, 119543

## AMENDMENT OF CONVEYANCE/EASEMENT AGREEMENT

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**WHEREAS**, the Grantor, the PORT OF SKAGIT COUNTY, a Washington port district, and the Grantee, the CITY OF BURLINGTON, a Washington municipal corporation, entered into a "Conveyance/Settlement Agreement" dated September 24, 2002, recorded under Skagit County Auditor's File No. 200209300008, whereby the Grantor conveyed to Grantee title to Sewer Facilities; and

**WHEREAS**, the Conveyance/Settlement Agreement also included the Grantor's conveyance of a perpetual, non-exclusive easement right, privilege and authority enabling Grantee to do all things necessary or proper in the construction, repair and maintenance of said Sewer Facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter pipes line or lines or related facilities along with necessary appurtenances for transportation of sanitary sewer under Grantor's property (the "Easement"); and

**WHEREAS**, due to new construction on Grantor's property, is it necessary to relocate a portion of Grantee's Sewer Facilities subject to the Easement; and

**WHEREAS**, Grantor and Grantee have agreed that Grantor may, at its expense, relocate a segment of the Sewer Facilities to an agreed location; and

**WHEREAS**, Grantor and Grantee have agreed to amend as follows the Conveyance/Settlement Agreement to set a fully accurate legal description and depiction of the Easement subsequent to the relocation of the segment so relocated:

**NOW, THEREFORE, THE GRANTOR AND GRANTEE AGREE AS FOLLOWS:**

AMENDMENT OF CONVEYANCE/EASEMENT AGREEMENT  
GRANTOR: PORT OF SKAGIT COUNTY  
GRANTEE: CITY OF BURLINGTON

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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**EASEMENT**  
**AUG 25 2021**

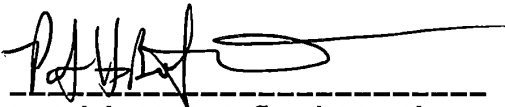
Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

1. The legal description set forth in Exhibit "B" attached to that certain Conveyance/Easement Agreement dated September 24, 2002, recorded under Skagit County Auditor's File No. 200209300008 is hereby replaced in its entirety by the "Replacement Exhibit B, Legal Description," attached hereto; and
2. Sheets 1 OF 2 and 2 OF 2 (the Depiction) attached to that certain Conveyance/Easement Agreement dated September 24, 2002, recorded under Skagit County Auditor's File No. 200209300008, are hereby replaced to the extent inconsistent with the depiction labeled "EXHIBIT SEWER EASEMENT NO. B, PORT OF SKAGIT FOR LOT 72" attached hereto.

This Amendment of Conveyance/Easement Agreement shall be effective as of the last date signed below.

GRANTOR:

PORT OF SKAGIT COUNTY

  
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Patricia H. Botsford-Martin  
Executive Director

GRANTEE:

CITY OF BURLINGTON

  
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Steve Sexton  
Mayor

Attest:

  
-----  
Greg Young  
City Administrator

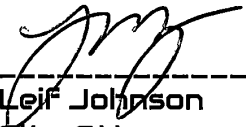
Approved as to Form:

Approved as to Form:

AMENDMENT OF CONVEYANCE/EASEMENT AGREEMENT  
GRANTOR: PORT OF SKAGIT COUNTY  
GRANTEE: CITY OF BURLINGTON

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\_\_\_\_\_  
Bradford E. Furlong  
Port Attorney

  
\_\_\_\_\_  
Leif Johnson  
City Attorney

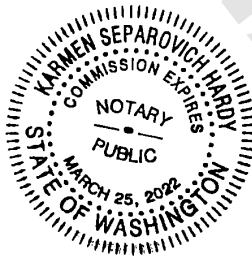
AMENDMENT OF CONVEYANCE/EASEMENT AGREEMENT  
GRANTOR: PORT OF SKAGIT COUNTY  
GRANTEE: CITY OF BURLINGTON

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STATE OF WASHINGTON                    )  
   ) ss.  
 COUNTY OF SKAGIT                    )

On this 13<sup>th</sup> day of August, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia H. Botsford-Martin, to me known to be the Executive Director of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Karmen Separovich Hardy

Notary Public in and for the state of  
 Washington, residing at:

Anacortes

My Commission

Expires:

03/25/2022

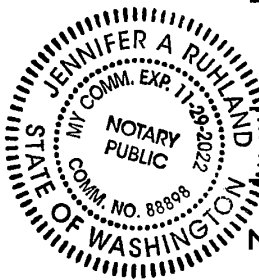
Printed

Name: Karmen Separovich Hardy

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

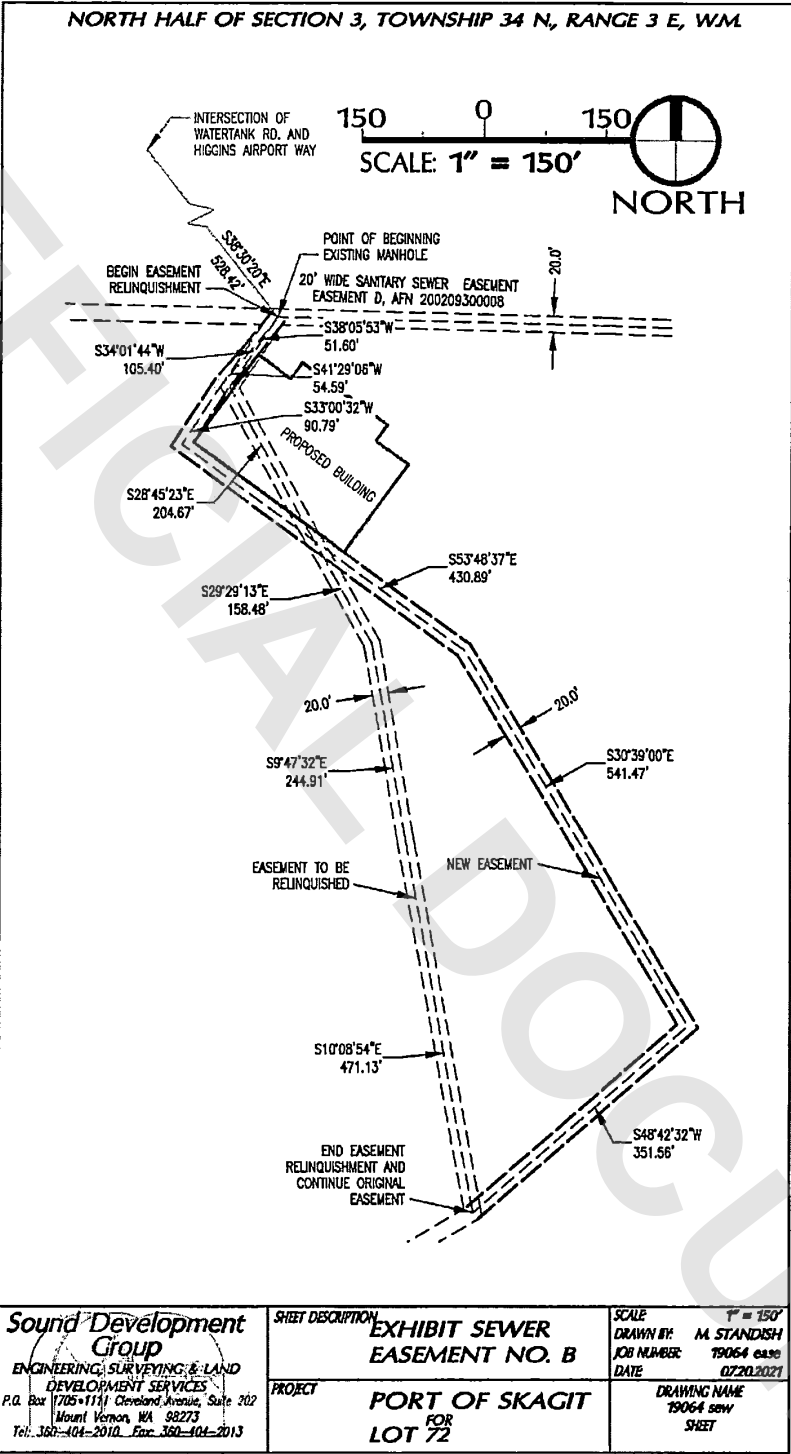
On this 12<sup>th</sup> day of August, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Sexton and Greg Young, to me known to be the Mayor and City Administrator, respectively, of the City of Burlington, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



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Notary Public in and for the state of  
Washington, residing at:  
Burlington  
My Commission Expires:  
Jennifer Ruhland 11/29/2022  
Printed Name: [Signature]

AMENDMENT OF CONVEYANCE/EASEMENT AGREEMENT  
GRANTOR: PORT OF SKAGIT COUNTY  
GRANTEE: CITY OF BURLINGTON



## PORT OF SKAGIT COUNTY TO CITY OF BURLINGTON SEWER SYSTEM EASEMENT

## REPLACEMENT EXHIBIT B, LEGAL DESCRIPTION

## SANITARY SEWER EASEMENT B:

A 20-FOOT WIDE STRIP OF LAND IN A PORTION OF THE SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1, AS RECORDED UNDER AUDITOR'S FILE NO. 860825002, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING ALSO IN PORTIONS OF THE TIE DOWN AREA, LOTS 2, 3, 4, AND 5 OF THE SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 2, DIVISION 1, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200201220163, AND ALSO IN THE UNPLATTED PORTIONS OF THE NORTH HALF OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WESTERLY INTERSECTION OF HIGGINS AIRPORT WAY AND THE ROAD COMMONLY KNOWN AS AIRPORT DRIVE; THENCE ALONG THE CENTERLINE OF SAID HIGGINS AIRPORT WAY, SOUTH 55°00'00" EAST, 402.27 FEET TO THE INTERSECTION OF SAID HIGGINS AIRPORT WAY AND WATERTANK ROAD; THENCE SOUTH 38°30'20" EAST, 528.42 TO AN EXISTING SANITARY SEWER MANHOLE AND THE POINT OF BEGINNING; THENCE ALONG AN EXISTING SANITARY SEWER PIPELINE THE FOLLOWING COURSES:

SOUTH 38°05'53" WEST, 51.60 FEET;  
SOUTH 41°29'06" WEST, 54.59 FEET;  
SOUTH 33°00'32" WEST, 90.79 FEET;  
SOUTH 53°48'37" EAST, 430.89 FEET;  
SOUTH 30°39'00" EAST, 541.47 FEET;  
SOUTH 48°42'32" WEST, 351.56 FEET;  
SOUTH 58°39'33" WEST, 654.25 FEET;  
SOUTH 0°45'26" WEST, 283.00 FEET;  
SOUTH 57°43'48" WEST, 162.71 FEET TO A POINT ON THE EASTERLY LINE OF SAID TIE DOWN AREA WHICH LIES NORTH 32°35'19" WEST, 11.68 FEET FROM THE SOUTHEAST-ERLY CORNER OF SAID AREA; THENCE SOUTH 57°43'48" WEST, 256.53 FEET; THENCE SOUTH 57°26'26" WEST, 352.33 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 5 WHICH LIES NORTH 32°21'58" WEST, 38.89 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 57°26'26" WEST, 47.65 FEET TO AN EXISTING SANITARY SEWER MANHOLE; THENCE CONTINUE SOUTH 57°26'26" WEST, 5.00 FEET TO THE TERMINUS OF SAID DESCRIBED CENTERLINE.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.