



200209300008

Skagit County Auditor

9/30/2002 Page 1 of 43 8:49AM

Return Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

93992  
LAND TITLE COMPANY OF SKAGIT COUNTY

Document Title(s) (or transactions contained therein):

1. Easement agreement
- 2.

Reference Number(s) of Documents assigned or released:

on page of \_\_\_\_\_ of document

Grantor(s) (Last name, First, Middle Initial)

1. Port of Skagit Co
- 2.
- 3.
4. \_\_\_\_\_ Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name, First, Middle Initial)

1. City of Burlington
- 2.
- 3.
4. \_\_\_\_\_ Additional names on page \_\_\_\_\_ of document.

Legal description: (Lot, block, plat name, section-township-range)

NE 33-35-3 W $\frac{1}{2}$  3-34-3  
4-34-3  
10-34-3

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel Account Number(s):

P 35352, 21081, 21086, 21091, 21098, 21099, 21101,  
21102, 21105, 21333, 21336, 21340, 35302, 35303  
35324

**CONVEYANCE/EASEMENT AGREEMENT**

This agreement is made this 24<sup>th</sup> day of September 2002, between the PORT OF SKAGIT COUNTY, a Washington municipal corporation of P.O. Box 348, Burlington, Washington 98233, hereinafter referred to as "Grantor" and/or "Port," and the CITY OF BURLINGTON, a Washington municipal corporation of 900 Fairhaven Avenue, Burlington, Washington 98233, hereinafter referred to as the "Grantee" and/or "City."

**WHEREAS**, Grantor is the owner of certain lands and premises situated in the county of Skagit; and

**WHEREAS**, Grantor and Grantee entered into a "SETTLEMENT AGREEMENT AND RELEASE" dated September 28 and 29, 2001, resolving matters related to a lawsuit filed in Skagit County Superior Court under cause number 00 2 00321 1 ("Settlement Agreement"); and

**WHEREAS**, the Settlement Agreement called for the Port to transfer the right, title and interest in the Port's sewage collection and conveyancing facilities ("Sewage Facilities") to the City; and

**WHEREAS**, the parties wish to memorialize said transfer, establish an easement for the Sewage Facilities, and set forth the terms and conditions for the utilization of the Sewer Facilities and easement;

**IT IS HEREBY AGREED AS FOLLOWS:**

**I. CONVEYANCES**

Grantor, the Port of Skagit County, a Washington municipal corporation, in consideration of the mutual promises contained herein and the mutual promises contained in the Settlement Agreement, does hereby grant, convey and quit claim to Grantee, the City of Burlington, a Washington municipal corporation, all right, title and interest in the Grantor's Sewer Facilities as described in Exhibit "A" hereto. This conveyance is made where is, as is, with no warranty whatsoever.

Further, Grantor does hereby grant, convey and quit claim a perpetual, non-exclusive easement right, privilege and authority enabling the Grantee to do all things necessary or proper in the construction, repair and maintenance of underground sanitary sewer line or lines, or related underground 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 the transportation of sanitary sewer under Grantor's property legally described and depicted in Exhibits "B" through "Q" attached hereto and incorporated herein as though fully set forth



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herein, for Grantee's benefit, together with the right of ingress to and egress from said property for the above stated purposes.

Grantor and Grantee may agree to convey additional Sewer Facilities and subject additional property to the easement set forth in this Agreement by recording an instrument executed, with acknowledgement, by both parties. Such instrument shall include a conveyance of the additional Sewer Facilities and shall include a legal description of the property to be subjected to the easement provisions herein and which, by reference hereto, shall be fully subject to the provisions of this Agreement.

## II. TERMS AND CONDITIONS OF CONVEYANCES

The foregoing grants are subject to and conditioned upon the following terms and conditions:

A. Grantee shall have the right to enter said easement property and to construct, install, operate, maintain, protect, repair and replace underground sanitary sewer below same. Said sanitary sewer lines shall be installed, repaired and maintained in accordance with all applicable laws, ordinances, rules and regulations of the federal, state and local governments and authorities.

B. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner. Upon completion of any work performed by Grantee on Grantor's property, Grantee shall promptly remove all construction materials and debris and restore the soil removed and surface of the property as nearly as possible to the condition in which it was at the commencement of such work. Grantee shall specify in all contractor construction agreements the manner and method in which the soil shall be restored and require strict compliance with such contract specifications.

C. Grantor, its successors and assigns, hereby reserves the right to use all of the land above described so long as such use does not constitute an undue interference with use of said easement by Grantee; *provided*, however, that if Grantor, its successors and assigns, desire to make use of said lands which requires relocation of said sanitary sewer lines, Grantee shall, at Grantor's expense, relocate said sanitary sewer lines in a location approved by Grantor.

D. Grantee shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement agreement and shall indemnify and hold harmless Grantor from all damages, claims, suits, recoveries, judgments, and executions (including costs, expenses, and reasonable attorneys' fees) which may be made, had, brought or recovered by reason of or on account of injury (including death) to any person whomsoever (including its agents, servants, employees, tenants and contractors) or damage to property of any person whomsoever (including its agents, servants, employees, tenants and contractors) caused



by, arising from, or incidental to, this agreement, unless caused by the sole negligent or willful actions or inaction's of Grantor, its agents, servants, employees, tenants or contractors. Solely for purpose of this indemnity obligation, Grantee waives its immunity under the Washington Industrial Insurance Act.

E. The Grantee shall protect and save harmless Grantor and/or its successors or assigns from and against any and all claims, demands, loss, damages, expenses and liability of any kind and description and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, its heirs, successors, and assigns or by any persons, firms, or corporations, due to the construction and/or maintenance of said facilities or the failure of Grantee to adequately repair or maintain the Sewer Facilities.

F. Grantor, and its heirs, successors and assigns, hereby agrees to save and hold harmless Grantee, from and against any and all claims, demands, loss, damages, expenses and liability of any kind in description and for any damage to or loss or destruction of property whatsoever and suffered by Grantee, its heirs, successors and assigns by any persons, firms or corporations due to the sole negligence or willful acts or omissions of Grantor related to the Sewer Facilities.

G. Grantee covenants and agrees that it shall at all times make such necessary repairs or report such maintenance as is necessary to keep the Sewer Facilities in compliance with all state, federal and local laws and operable for Grantor and Grantor's successors and assigns. Should Grantee fail to meet its obligation to repair and maintain the Sewer Facilities, Grantor, at its sole discretion, may undertake to make such repairs and/or perform such maintenance as is necessary to keep the Sewer Facilities operational for itself and its heirs, successors and assigns and receive from Grantee reimbursement for its costs and expenses associated therewith.

H. Grantor and the heirs, successors, or assigns of Grantor, hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Grantee, which approval shall not be unreasonably withheld. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities now or hereafter maintained upon the easement, or in any way interfere with, obstruct or endanger the Grantee's use of the easement.

I. Said easement shall continue so long as the said Grantee, its successors or assigns, shall make use of the same for the purpose above specified, but upon permanent discontinuance of said use, this easement shall be of no force or effect. For purpose of this easement agreement, permanent discontinuance shall be defined as non-use by Grantee of said easement to maintain or provide sanitary sewer service for any 24 consecutive months.



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J. Grantee shall have the right to assign this easement in whole or in part, including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

### III. DISPUTE RESOLUTION

Should any dispute develop between the parties concerning the enforcement or interpretation of this Agreement, each party agrees to enter into good faith discussions to resolve said dispute. If, after seven (7) days of written notice of the existence of a dispute, said dispute has not been resolved to the satisfaction of both parties, either party may commence a private arbitration proceeding pursuant to the Washington State statutes, Superior Court Rules and Skagit County Local Rules for Mandatory Arbitration irrespective of the amount in controversy or the remedy sought. Should the parties not agree to a single arbitrator, either party may apply to the Superior Court for Skagit County for the appointment of an arbitrator. All arbitration fees shall be paid 50/50 by the parties. The prevailing party in the arbitration shall receive an award of its attorney's fees and costs, including those on appeal. Any appeal shall be limited to those provided for by Chapter 7.04 RCW. Should either party commence an action in Superior Court to compel arbitration or to enforce an arbitrator's award, the prevailing party shall receive its attorney's fees and costs. Either party may commence an action in Superior Court to enter judgment on the arbitrator's award or to enforce the provisions of the arbitrator's award.

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**IV. ACKNOWLEDGMENT**

By their signatures below, the parties acknowledge that they have read and fully understand the terms of this easement agreement. Further, each party acknowledges that execution of this easement agreement and other actions by the parties fulfill the terms of settlement contained in the Settlement Agreement. The terms, conditions, and provisions of this easement agreement shall extend to and be binding upon the heirs, successors, and assigns of the parties hereto.

GRANTOR:

GRANTEE:

PORT OF SKAGIT COUNTY

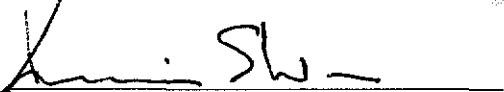
CITY OF BURLINGTON

  
Jerry Kaufman, Commission President

  
Roger "Gus" Tjeerdsma, Mayor

Attest:

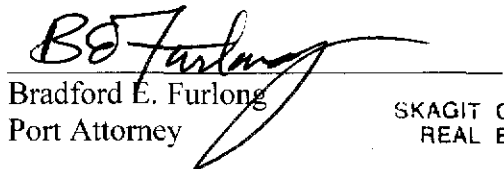
Attest:

  
Kevin E. Ware, Secretary

  
Richard A. Patrick, Finance Director

Approved as to form:

Approved as to form:


  
Bradford E. Furlong  
Port Attorney

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX Attorney

  
Marilyn K. Nitteberg

SEP 30 2002

STATE OF WASHINGTON )

Amount Paid \$ 0  
: SS Skagit Co. Treasurer  
) By  Deputy

COUNTY OF SKAGIT )

9-26-02 On this 24<sup>th</sup> 26<sup>th</sup> day of September 2002, personally appeared Jerry Kaufman and Kevin E. Ware, to me known to be the President and Secretary, respectively, Board of Commissioners, Port of Skagit County, a municipal corporation, the corporation that executed  
9-24-02



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PORT OF SKAGIT COUNTY TO CITY OF BURLINGTON SEWER SYSTEM EASEMENT  
EXHIBIT A

Color	Date	Location	Engineer	Description	Cost
GREEN	1976	FROM CITY LINE END TO NORTH END OF FLIGHTLINE ROAD	RADER & LEONARD	2968 FEET OF 8" PVC/ 12 MANHOLES	
GREEN	1978	FROM AIRPORT DRIVE TO NORTH END OF LOT 63 ON WATER TANK ROAD	RADER & LEONARD	1256 FEET OF 8" PVC/ 4 MANHOLES	
GREEN	1980	FROM LOT 63 ON WATER TANK ROAD TO PACCAR NORTH PROPERTY LINE	B E & C	3673 FEET OF 8" PVC/ 4 MANHOLES/ APPROX. 5200 FEET 4" PVC	
BLUE	1983	FROM NORTH END OF FLIGHTLINE ROAD TO T-HANGAR BLDG C.	LEONARD & BOUDINOT INC.	277 FEET OF 8" PVC/ 1 MANHOLE	
BLUE	1987	FROM INTERSECTION PETERSON ROAD TO LOT 20 ON WESTAKE LANE	LEONARD & BOUDINOT INC.	885 FEET OF 8" PVC/ 2 MANHOLES	
BLUE	1987	FROM PETERSON ROAD TO LOT 12 ON HIGGINS AIRPORT WAY	LEONARD & BOUDINOT INC.	565 FEET OF 8" PVC/ 1 MANHOLE	
BLUE	1987	FROM INTERSECTION WATER TANK ROAD TO LOT 15 ON ASHTON ROAD	LEONARD & BOUDINOT INC.	812 FEET OF 8" PVC/ 2 MANHOLES	





Color	Date	Location	Engineer	Description	Cost
BLUE	1988	FROM INTERSECTION WATERBANK ROAD TO LOT 54 ON KNUDSON ROAD	STURDY ENGINEERING	1355 FEET OF 8" PVC / 4 MANHOLES	
BLUE	1988	FROM FLIGHTLINE ROAD TO LOT 52 ON HIGGINS AIRPORT WAY	LEONARD & BOUDINOT INC.	2172 FEET OF 8" PVC / 7 MANHOLES	
BLUE	1989	FROM HIGGINS AIRPORT WAY LOT 52 TO LOTS 53 & 90 ON HIGGINS AIRPORT WAY	LEONARD & BOUDINOT INC.	567 FEET OF 8" PVC / 3 MANHOLES	
BLUE	1989	FROM INTERSECTION STEELE ROAD TO LOT 95 ON HIGGINS AIRPORT WAY	LEONARD & BOUDINOT INC.	909 FEET OF 8" PVC / 3 MANHOLES	
ORANGE	1990	FROM HIGGINS AIRPORT WAY LOT 95 TO START OF POET LINE AT WILSON ROAD	LEONARD & BOUDINOT INC.	1495 FEET OF 8" PVC / 4 MANHOLES	
ORANGE	1990	AT POET LINE END SOUTH OF PETERSON ROAD		SEWER FLOWMETER STATION INSTALLATION AND 1 MANHOLE	



Color	Date	Location	Engineer	Description	Cost
ORANGE	1991	FROM WESTAR LANE LOT 20 TO LOT 24 ON WESTAR LANE	LEONARD BOUNDNOT INC.	1190 FEET OF 8" PVC/ 4 MANHOLES	
ORANGE	1994	FROM WESTAR LANE LOT 24 TO LOTS 26 & 36 ON WESTAR LANE	LEONARD BOUNDNOT INC.	518 FEET OF 8" PVC/ 2 MANHOLES	
ORANGE	1994	FROM INTERSECTION HIGGINS AIRPORT WAY TO LOTS 102 & 113 ON WATER TRUNK ROAD EXTENSION SPUR	LEONARD BOUNDNOT SKODTE	630 FEET OF 8" PVC/ 2 MANHOLES	
PINK	1999	FROM SENDER MANHOLE 5A TO RUNWAY 4-22 FLIGHTLINE	WPH PACIFIC	400 FEET OF 8" PVC/ 2370 FEET OF 3" PVC/ PUMP STATION INSTALLATION/ 2 MANHOLES	
NOTE: DESCRIPTION DOES NOT INCLUDE APPROXIMATELY 3200 FEET OF 6" PVC SIDE SEWERS, WHICH MANY ARE UNDER ROADWAYS.					



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit B

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:

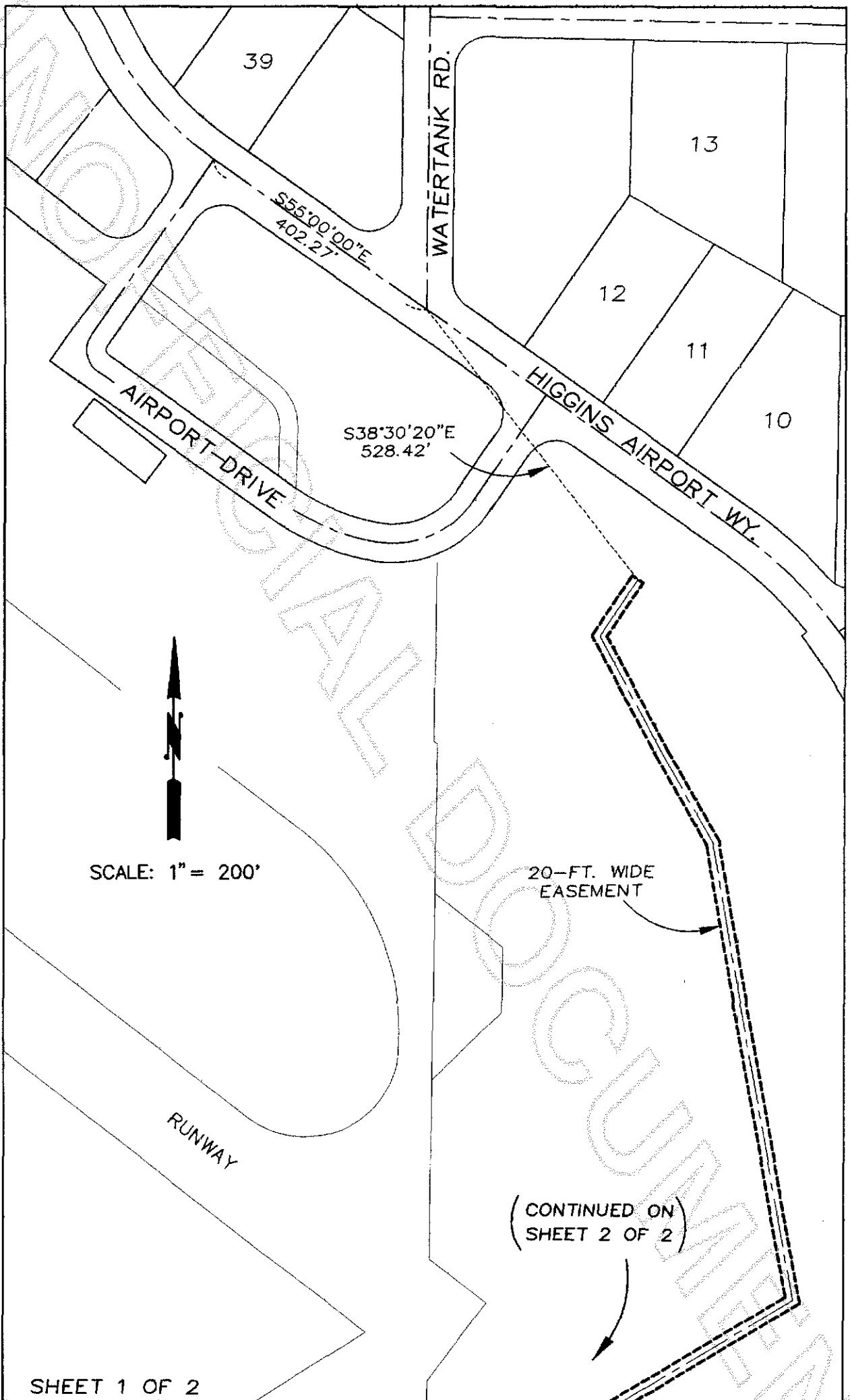
South 34°01'44" West, 105.40 feet;  
South 28°45'23" East, 204.67 feet;  
South 29°29'13" East, 158.48 feet;  
South 9°47'32" East, 244.91 feet;  
South 10°08'54" East, 471.13 feet;  
South 58°39'33" West, 654.25 feet;  
South 0°45'26" West, 283.00 feet;  
South 57°43'48" West, 162.71 feet to a point 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.

DATE: 7/15/02



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SHEET 1 OF 2

JULY 15, 2002

EXHIBIT  
OF  
SANITARY SEWER EASEMENT NO. B  
IN A PORTION OF SEC. 3, TWP. 34



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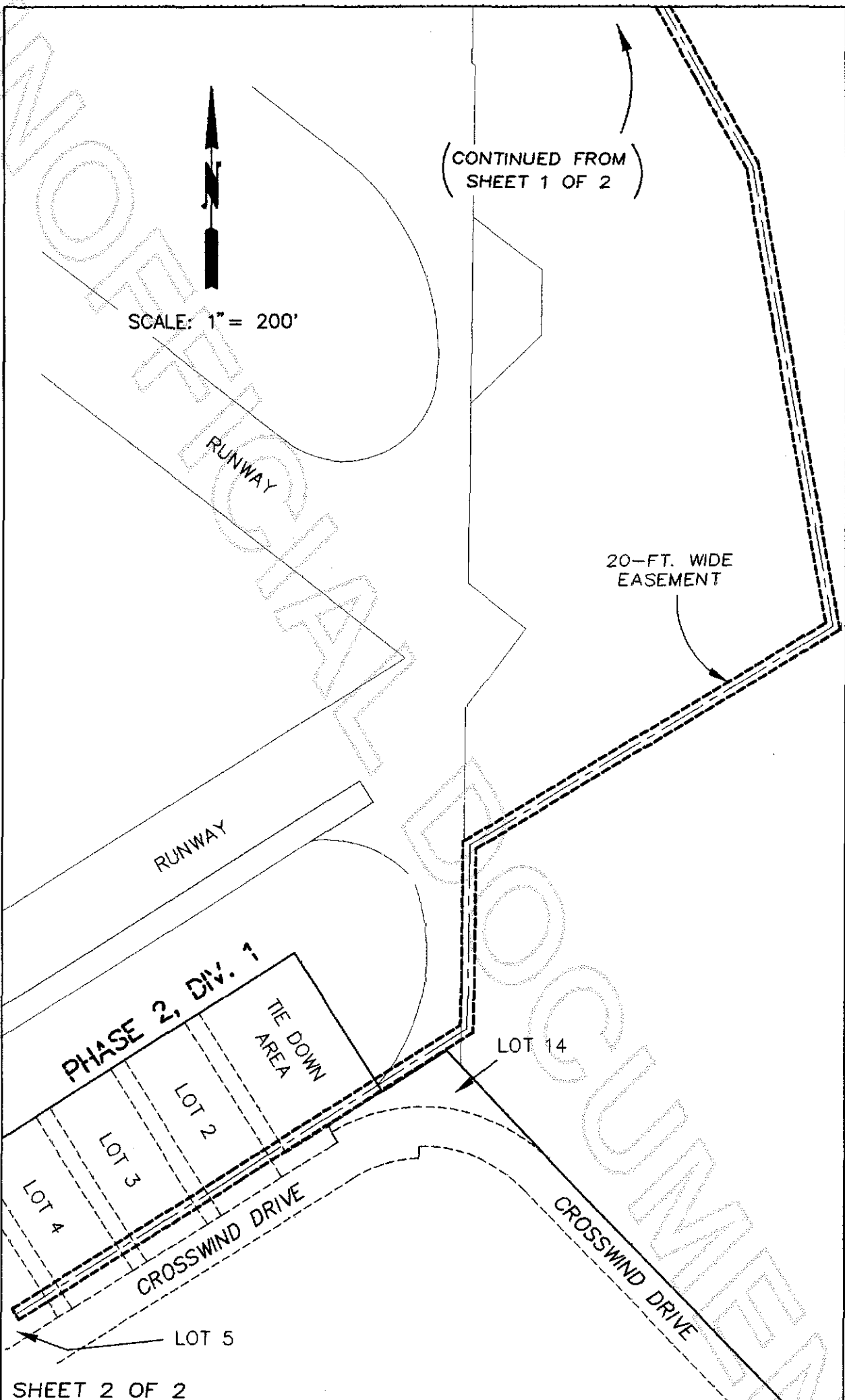


EXHIBIT  
OF  
SANITARY SEWER EASEMENT NO. B

IN A PORTION OF SEC. 3, TWP. 34

JULY 15, 2002



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Skagit County Auditor

Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit C

Sanitary Sewer Easement C:

A 20-foot wide strip of land in Lots 9 through 12 of the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in Government Lot 2 of Section 3, Township 34 North, Range 3 East, W.M. and in the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section 34, Township 35 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 69°19'51" East, 285.35 feet to a point on the Northwesterly extension of an existing sanitary sewer pipeline and the **POINT OF BEGINNING**; **thence** along said extension and said sanitary sewer pipeline, South 55°02'27" East, 564.00 feet to an existing sanitary sewer manhole in Peterson Road and the **TERMINUS** of said described centerline.

Situate in the County of Skagit, State of Washington.

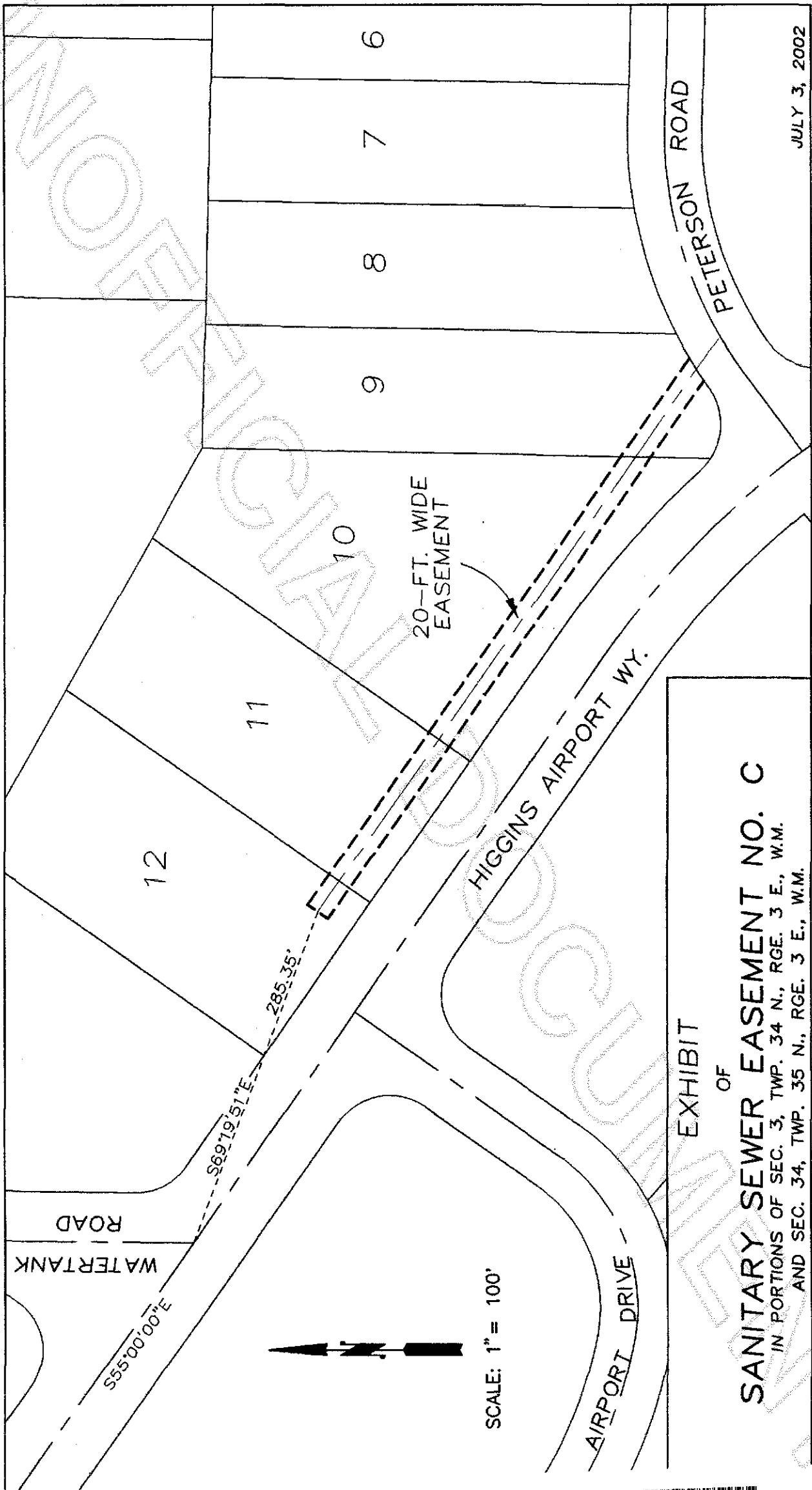
DATE: 7/03/02



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JULY 3, 2002

EXHIBIT  
 OF  
**SANITARY SEWER EASEMENT NO. C**  
 IN PORTIONS OF SEC. 3, TWP. 34 N., RGE. 3 E., W.M.  
 AND SEC. 34, TWP. 35 N., RGE. 3 E., W.M.



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit D

Sanitary Sewer Easement D:

A 20-foot wide strip of land in the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in Government Lots 2 and 3 of Section 3, Township 34 North, Range 3 East, W.M. and in the southeast quarter of the southwest quarter of Section 34, Township 35 North, Range 3 East, W.M., lying 10 feet each side of the following described centerline:

Commencing at the intersection of Higgins Airport Way and Watertank Road; **thence** along the centerline of said Higgins Airport Way, North 55°00'00" West, 402.27 feet to the westerly intersection of Higgins Airport Way and the road commonly known as Airport Drive; **thence** North 78°55'11" West, 811.11 feet to an existing sanitary sewer clean-out and the **POINT OF BEGINNING**; **thence** along an existing sanitary sewer pipeline the following courses:

North 45°54'47" East, 104.06 feet;  
South 52°19'37" East, 273.74 feet;  
South 52°14'14" East, 300.21 feet;  
South 52°12'04" East, 305.30 feet;  
South 20°04'25" East, 222.25 feet;  
South 54°12'52" East, 189.43 feet;  
South 87°07'39" East, 152.52 feet;  
South 88°39'14" East, 302.32 feet;

South 88°30'55" East, 400.36 feet to an existing sanitary sewer manhole in Peterson Road; **thence** South 88°25'32" East, 172.8 feet, more or less to the West end centerline of that certain 10-foot wide sanitary sewer easement as shown on said Binding Site Plan and the **TERMINUS** of said described centerline.

Situate in the County of Skagit, State of Washington.



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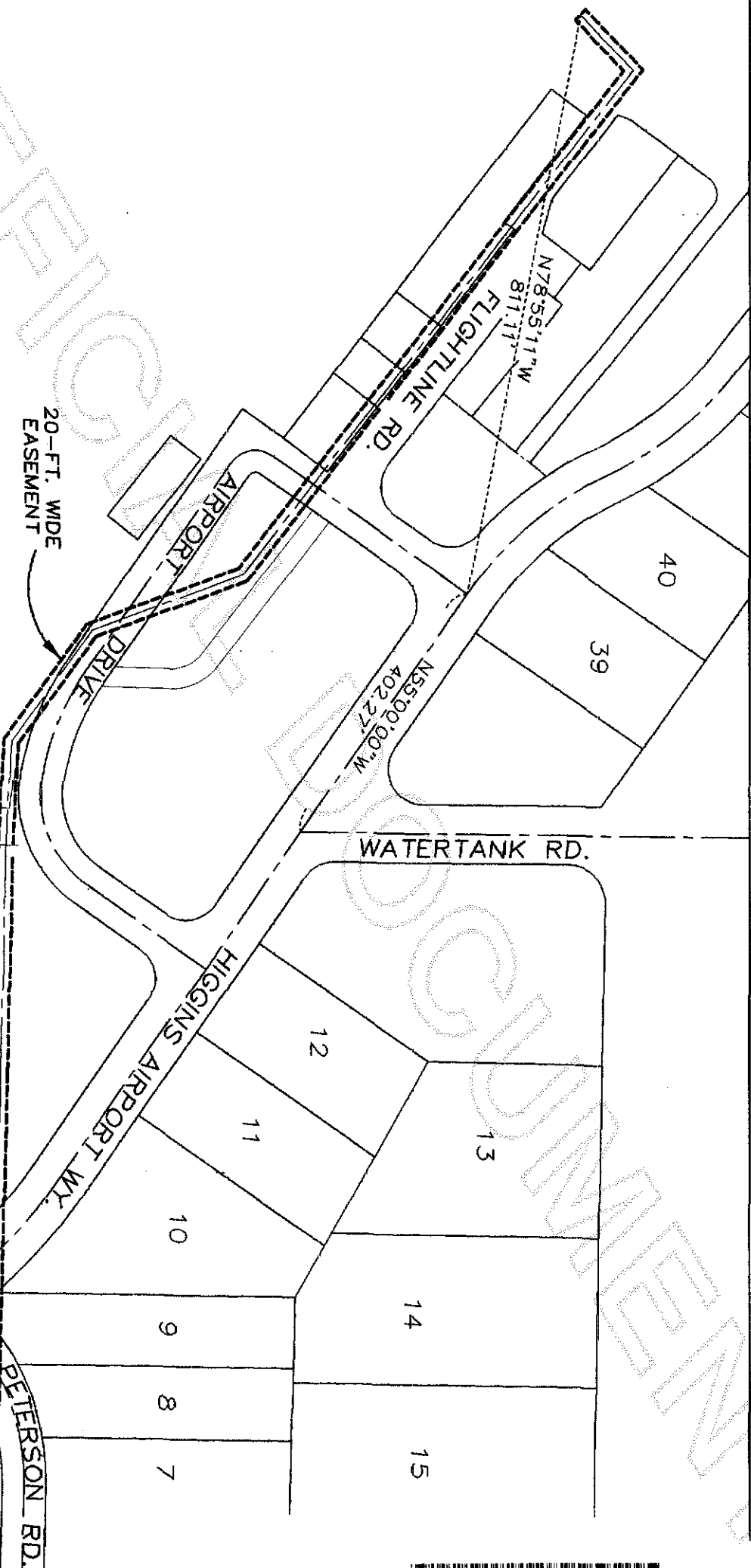
JULY 3, 2002

**SANITARY SEWER EASEMENT NO. D**  
OF  
IN PORTIONS OF SEC. 3, TWP. 34 N., RGE. 3 E., W.M.  
AND SEC. 34, TWP. 35 N., RGE. 3 E., W.M.

EXHIBIT

10-FT. WIDE SANITARY  
SEWER EASEMENT AS  
SHOWN ON BINDING SITE  
PLAN AF NO. 860825002

20-FT. WIDE  
EASEMENT



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit E

Sanitary Sewer Easement E:

A 20-foot wide strip of land in the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in the southeast quarter of the southwest quarter of Section 34, Township 35 North, Range 3 East, W.M., lying 10 feet each side of the following described centerline:

Commencing at the intersection of Higgins Airport Way and Watertank Road; **thence** along the centerline of said Higgins Airport Way, North 55°00'00" West, 402.27 feet to the westerly intersection of Higgins Airport Way and the road commonly known as Airport Drive; **thence** North 43°11'56" West, 137.03 feet to an existing sanitary sewer manhole in said Higgins Airport Way and the **POINT OF BEGINNING**; **thence** along an existing sanitary sewer pipeline, South 37°54'13" West, 282.31 feet to an existing sanitary sewer manhole and the **TERMINUS** of said described centerline.

**EXCEPT** that portion of said 20-foot wide strip lying within the Higgins Airport Way right-of-way.

Situate in the County of Skagit, State of Washington.

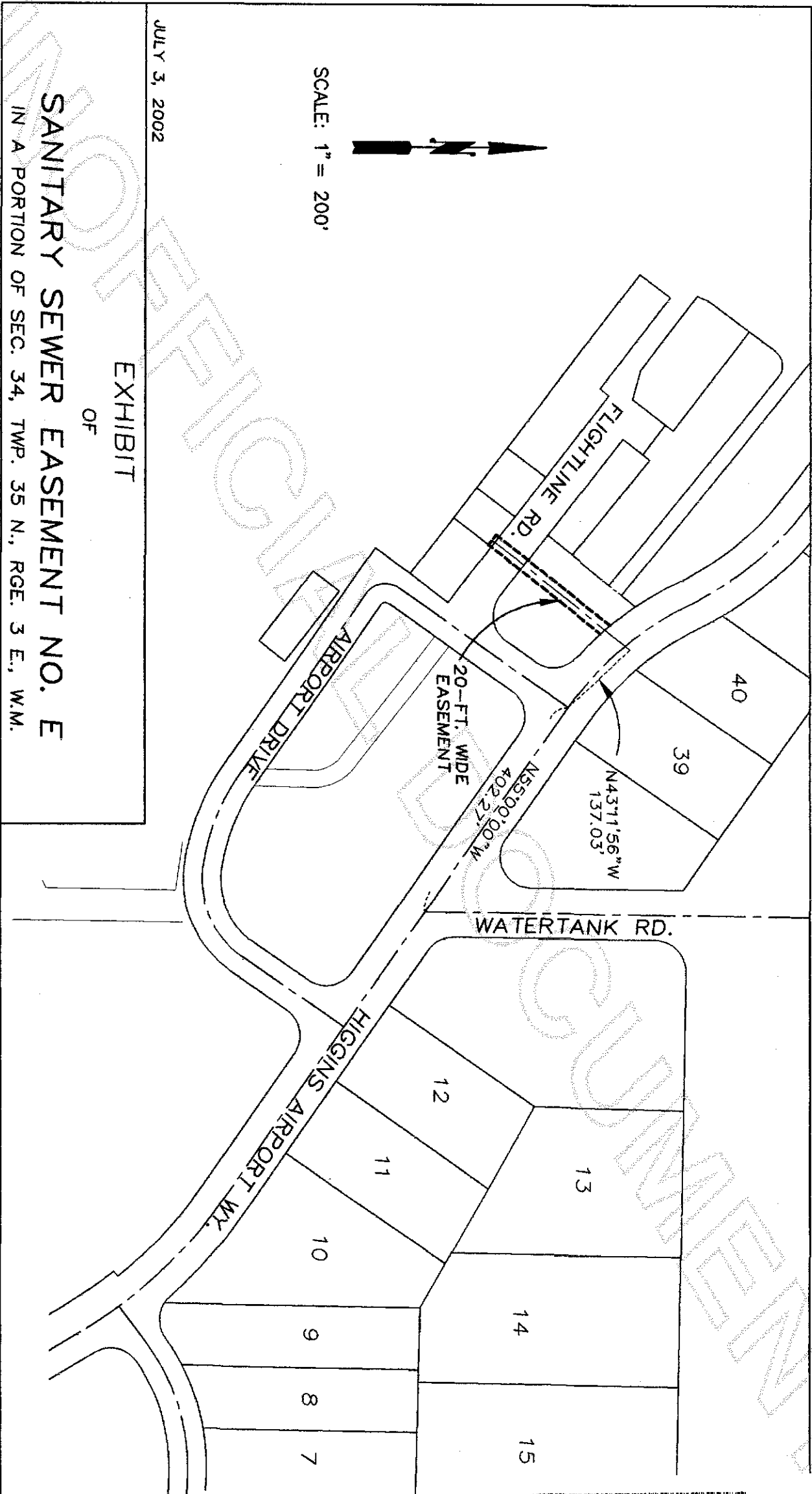
DATE: 7/03/02



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**SANITARY SEWER EASEMENT NO. E**  
 IN A PORTION OF SEC. 34, TWP. 35 N., RGE. 3 E., W.M.

EXHIBIT  
 OF



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Skagit County Auditor

Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit F

Sanitary Sewer Easement F:

A 10-foot wide strip of land in the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in the northwest quarter of the southwest quarter of Section 34, Township 35 North, Range 3 East, W.M., having a Northeasterly line described as follows:

Commencing at the intersection of Higgins Airport Way and Watertank Road; **thence** along the centerline of said Higgins Airport Way, North 55°00'00" West, 402.27 feet to the westerly intersection of Higgins Airport Way and the road commonly known as Airport Drive; **thence** North 49°23'19" West, 1,264.17 feet to a point on the Southwesterly margin of said Higgins Airport Way and the **POINT OF BEGINNING**; **thence** along said Southwesterly margin, North 52°21'58" West, 212.45 feet to the **TERMINUS** of said described line.

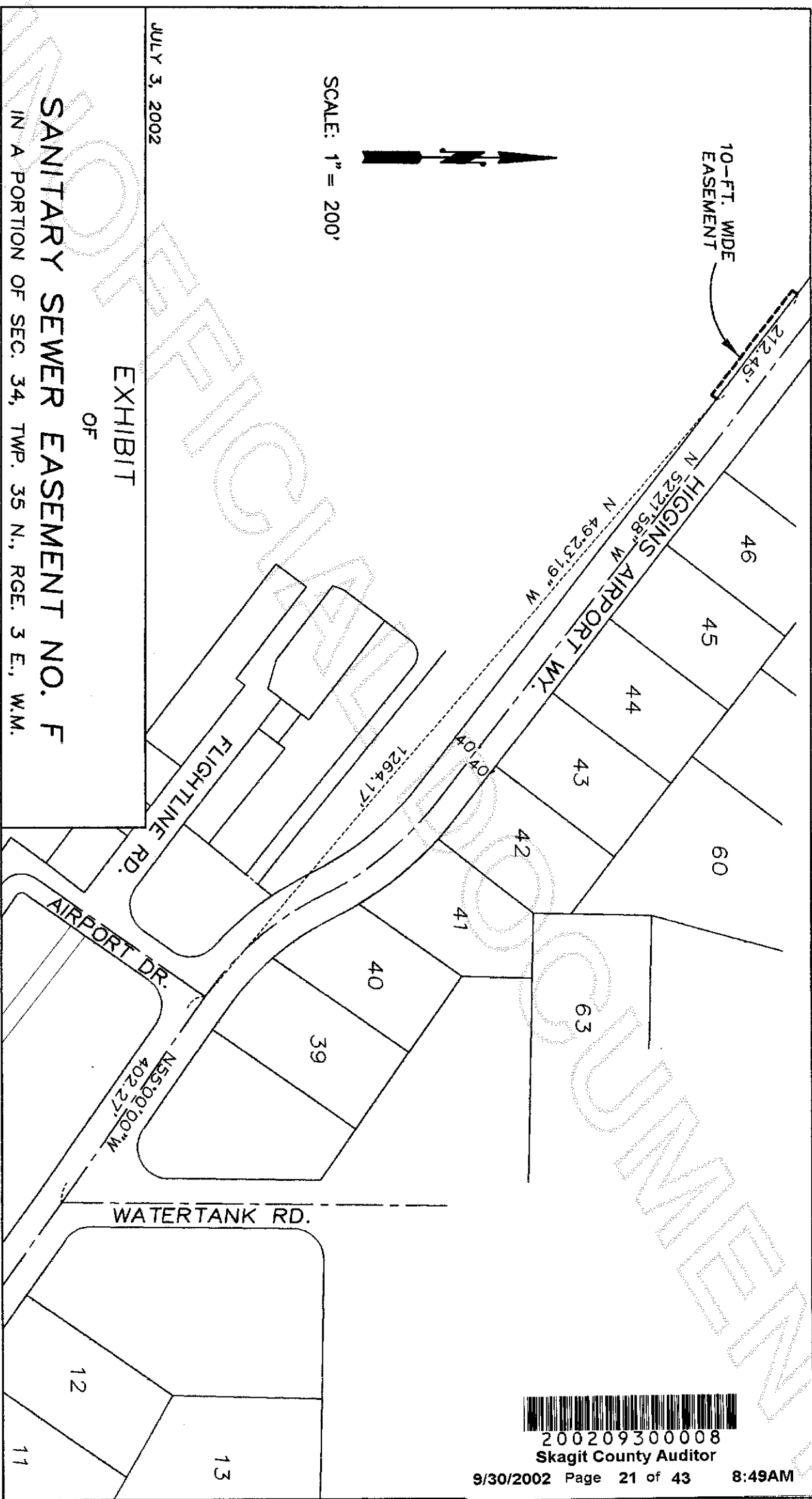
Situate in the County of Skagit, State of Washington.



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DATE: 7/03/02



JULY 3, 2002

SCALE: 1" = 200'

**SANITARY SEWER EASEMENT NO. F**  
 IN A PORTION OF SEC. 34, TWP. 35 N., RGE. 3 E., W.M.

EXHIBIT  
 OF



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 Skagit County Auditor

Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit G

Sanitary Sewer Easement G:


A 20-foot wide strip of land in the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in Government Lot 3 of Section 3, Township 34 North, Range 3 East, W.M. and in the southeast quarter of the southwest quarter of Section 34, Township 35 North, Range 3 East, W.M., lying 10 feet each side of the following described centerline:

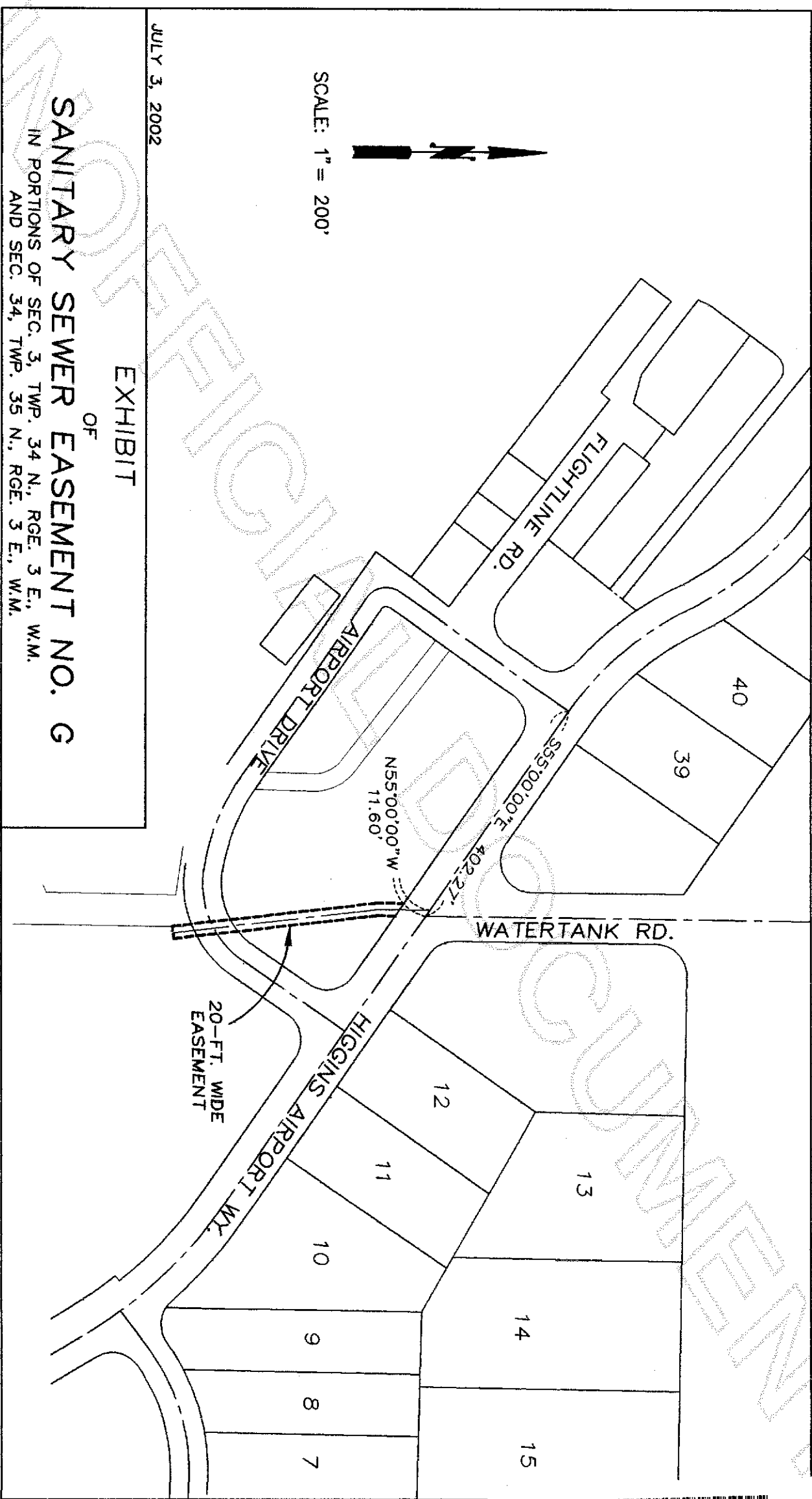
Commencing at the westerly intersection of Higgins Airport Way and the road commonly known as Airport Drive; **thence** along the centerline of said Higgins Airport Way, South 55°00'00" East, 402.27 feet to the intersection of said Higgins Airport Way and Watertank Road; **thence** along said centerline, North 55°00'00" West, 11.60 feet to a point on an existing sanitary sewer pipeline and the **POINT OF BEGINNING**; **thence** along said pipeline, South 00°30'01" West, 84.18 feet; **thence** South 6°24'58" East, 330.96 feet to an existing sanitary sewer manhole and the **TERMINUS** of said described centerline.

**EXCEPT** that portion of said 20-foot wide strip lying within the Higgins Airport Way right-of-way.

Situate in the County of Skagit, State of Washington.

DATE: 7/03/02

  
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EXHIBIT

SANITARY SEWER EASEMENT NO. G

OF

IN PORTIONS OF SEC. 3, TWP. 34 N., RGE. 3 E., W.M.  
AND SEC. 34, TWP. 35 N., RGE. 3 E., W.M.



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit H

Sanitary Sewer Easement H:

A 20-foot wide strip of land in Lot 27 of the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in the northeast quarter of the southwest quarter of Section 34, Township 35 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** North 0°22'25" East, 1,921.90 feet to an existing sanitary sewer manhole in Watertank Road and the **POINT OF BEGINNING**; **thence** along an existing sanitary sewer pipeline, North 0°40'41" East, 359.59 feet to an existing sanitary sewer manhole; **thence** continuing along said pipeline, North 89°22'03" West, 61.53 feet to the centerline of Watertank Road and the **TERMINUS** of said described centerline.

Situate in the County of Skagit, State of Washington.

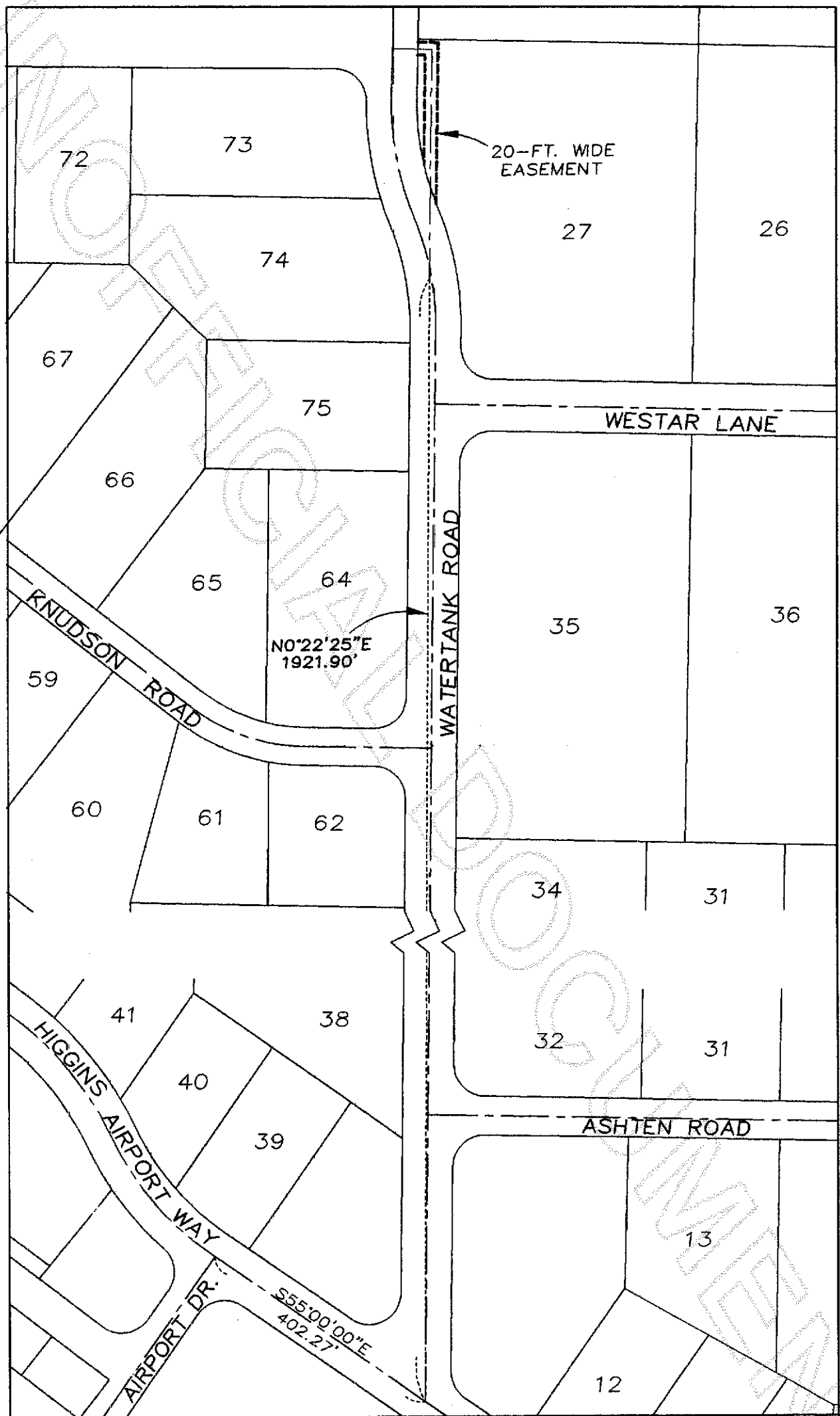


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JULY 3, 2002

EXHIBIT  
OF  
**SANITARY SEWER EASEMENT NO. H**  
IN A PORTION OF SEC. 34, TWP. 35



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit I

Sanitary Sewer Easement I:

A 20-foot wide strip of land in Lots 2, 3, and 4 of the Skagit Regional Airport Binding Site Plan, Phase 1, as recorded under Auditor's File No. 860825002, records of Skagit County, Washington, in Government Lots 2 and 3 of Section 3, Township 34 North, Range 3 East, W.M. and in the southeast quarter of the southwest quarter of Section 34, Township 35 North, Range 3 East, W.M., lying 10 feet each side of the following described centerline:

Commencing at the intersection of Higgins Airport Way and Watertank Road; **thence** along the centerline of said Higgins Airport Way, North 55°00'00" West, 402.27 feet to the westerly intersection of Higgins Airport Way and the road commonly known as Airport Drive; **thence** North 78°55'11" West, 811.11 feet to an existing sanitary sewer clean-out; **thence** along an existing sanitary sewer pipeline the following courses:

North 45°54'47" East, 104.06 feet;  
South 52°19'37" East, 273.74 feet;  
South 52°14'14" East, 300.21 feet;  
South 52°12'04" East, 305.30 feet;  
South 20°04'25" East, 222.25 feet;  
South 54°12'52" East, 189.43 feet;  
South 87°07'39" East, 152.52 feet;  
South 88°39'14" East, 302.32 feet;

South 88°30'55" East, 400.36 feet to an existing sanitary sewer manhole in Peterson Road; **thence** South 88°25'32" East, 172.8 feet, more or less to the West end centerline of that certain 10-foot wide sanitary sewer easement as shown on said Binding Site Plan and the **POINT OF BEGINNING**; **thence** continuing South 88°25'32" East, along an existing sanitary sewer pipeline and the centerline of said 10-foot wide sanitary sewer easement, 623.1 feet, more or less, to the intersection with the west line of that certain 10-foot wide sanitary sewer easement as set forth by instrument recorded under Skagit County Auditor's File No. 820586 and as shown on said Binding Site Plan, and the **TERMINUS** of said described centerline.

Situate in the County of Skagit, State of Washington.

DATE: 7/03/02

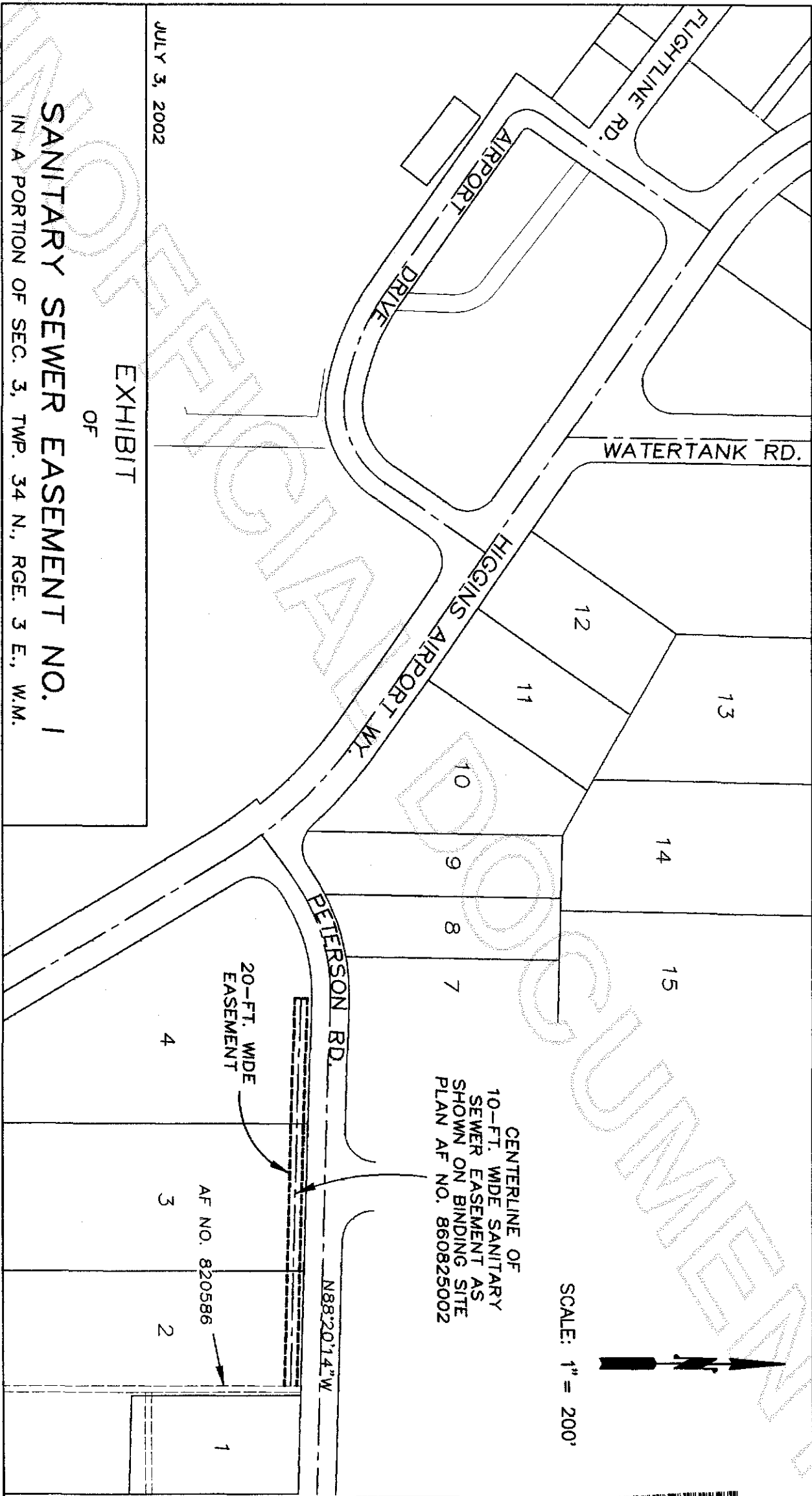


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JULY 3, 2002

EXHIBIT  
OF  
**SANITARY SEWER EASEMENT NO. 1**  
IN A PORTION OF SEC. 3, TWP. 34 N., RGE. 3 E., W.M.

CENTERLINE OF  
10-FT. WIDE SANITARY  
SEWER EASEMENT AS  
SHOWN ON BINDING SITE  
PLAN AF NO. 860825002

SCALE: 1" = 200'




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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit J

**Sanitary Sewer Easement J:**

That strip of land legally described in "Exhibit A" to the "EASEMENT" granted by the Port of Skagit County, Grantor, to PACCAR, Inc., Grantee, dated December 21, 1979, and recorded under Auditor File No. 7912210067, except that portion thereof laying east of the center line of Higgins Airport Way, as said Higgins Airport Way is depicted on Binding Site Plan, recorded under Auditor's File No. 860825002.

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SCALE: 1" = 500'

CENTER OF SECTION 33-35-3

EAST 1/4 CORNER SECTION 33-35-3

HIGGINS AIRPORT WAY

STEELE ROAD

PACCAR SANITARY EASEMENT  
AF NO. 7912210067

RUNWAY

SOUTH 1/4 CORNER SECTION 33-35-3

SOUTHEAST CORNER SECTION 33-35-3

EXHIBIT  
OF

JULY 25, 2002

**SANITARY SEWER EASEMENT NO. J**

IN PORTIONS OF SEC. 33 & 34, TWP. 35 N., RGE. 3 E., W.M.  
AND SEC. 4, TWP. 34 N., RGE. 3 E., W.M.



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit K

**Sanitary Sewer Easement K:**

The entire width of the right-of-way of the street described as follows:

Commencing at the south terminus of existing easement recorded under Skagit County Auditor's File No. 9710150061 in Higgins Airport Way roadway west of Lot 101, at a point approximately 620 feet south of Josh Wilson Road centerline; thence south and southeasterly on Higgins Airport Way to the east edge of its intersection with Watertank Road at the north terminus of Easement G herein, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

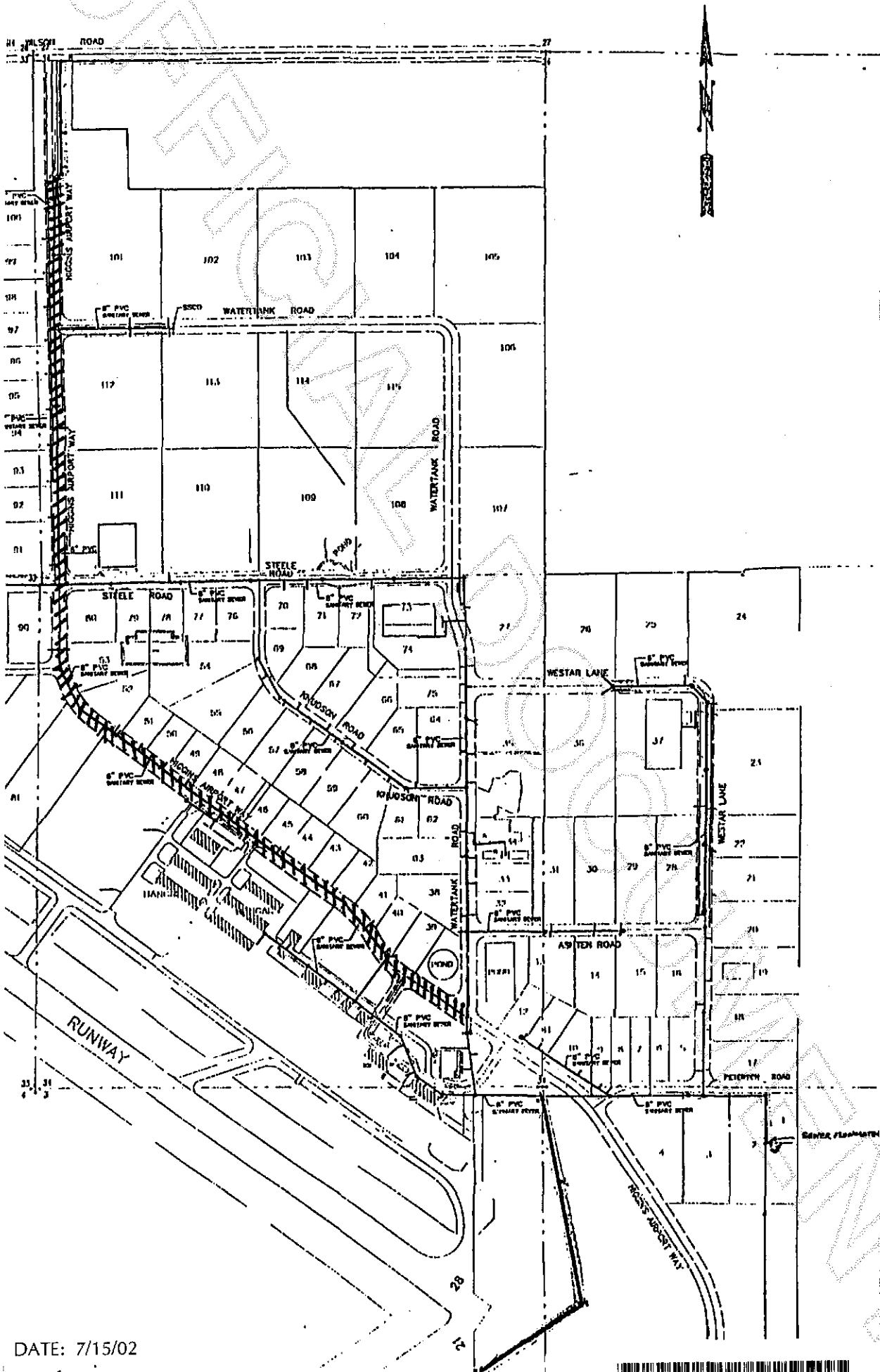
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Sanitary Sewer Easement K

# SKAGIT COUNTY



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit L

**Sanitary Sewer Easement L:**

The entire width of the right-of-way of the street described as follows:

Commencing in Watertank Road approximately 70 feet east of the projected northwest boundary of Lot 113, thence west along Watertank Road to its intersection with Higgins Airport Way, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

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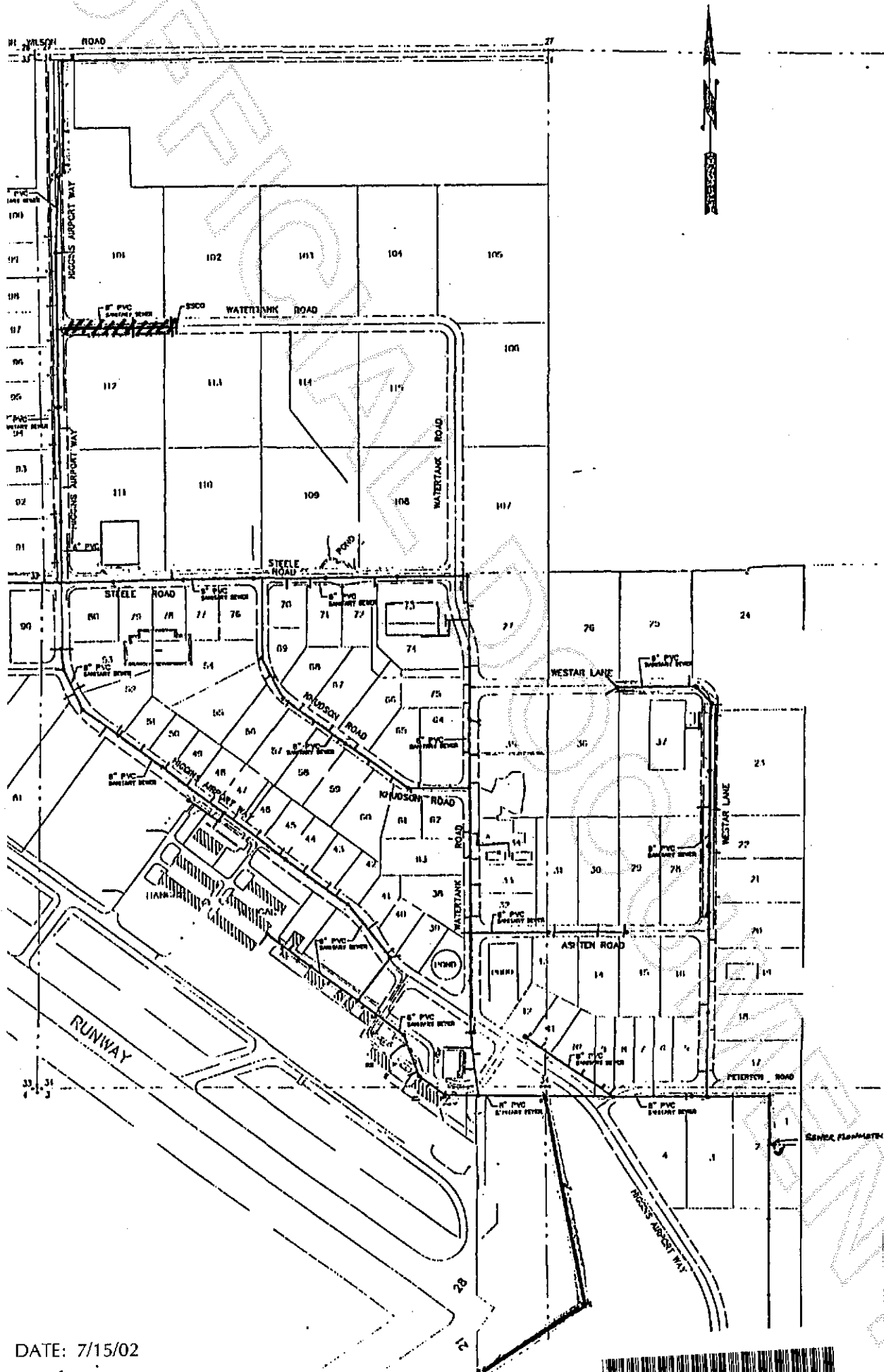
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Sanitary Sewer Easement L

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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit M

**Sanitary Sewer Easement M:**

The entire width of the right-of-way of the street described as follows:

Commencing at the west edge of the Higgins Airport Way/Steele Road intersection; thence east on Steele Road approximately 2,130 feet to north terminus of Easement H herein, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

DATE: 7/15/02

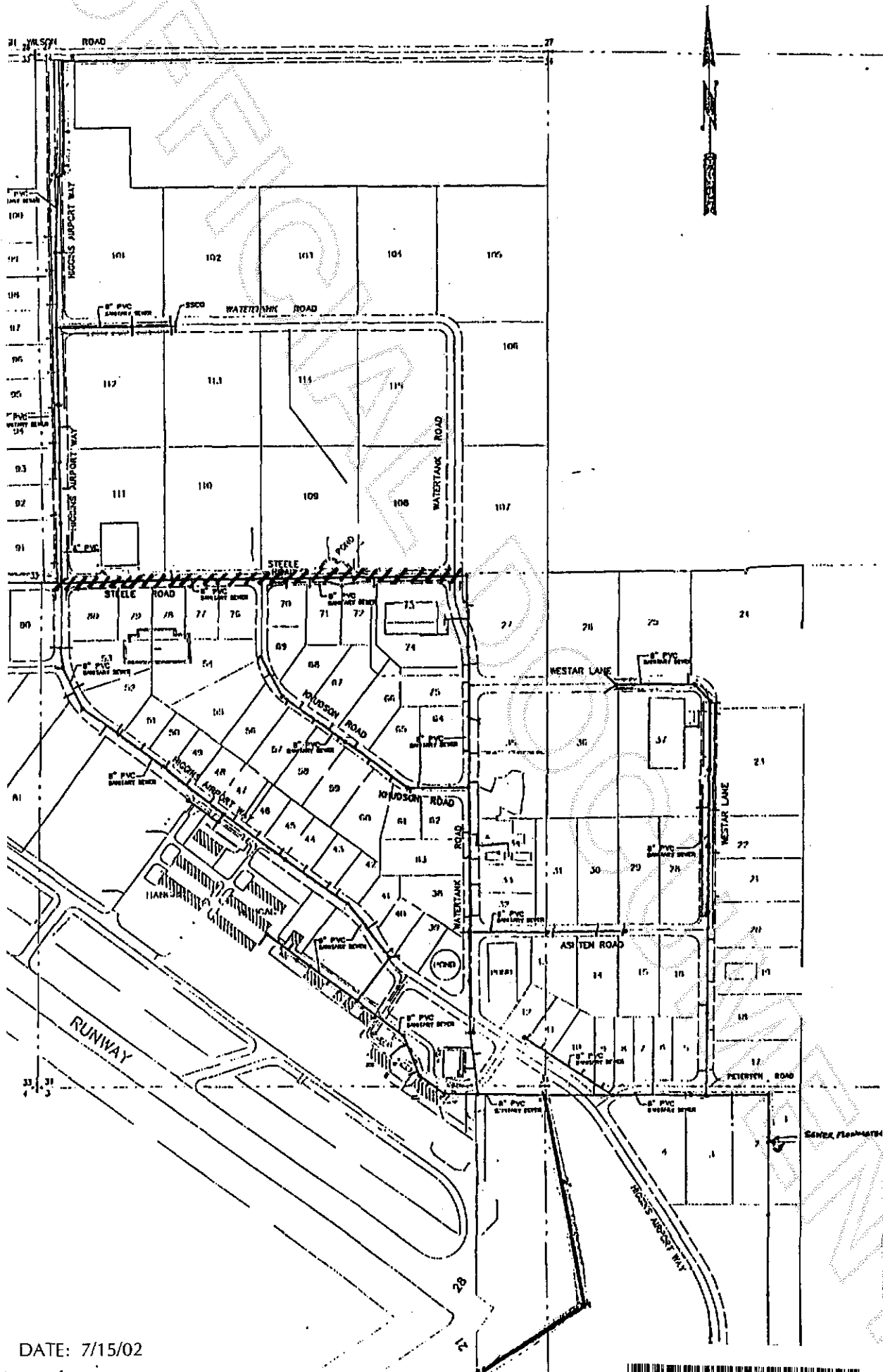


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Sanitary Sewer Easement M

# SKAGIT COUNTY



DATE: 7/15/02



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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit N

**Sanitary Sewer Easement N:**

The entire width of the right-of-way of the street described as follows:

Commencing at the south terminus of legal description contained in Easement H hereto to the north terminus of the legal description contained in Easement G hereto on Watertank Road, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

DATE: 7/15/02



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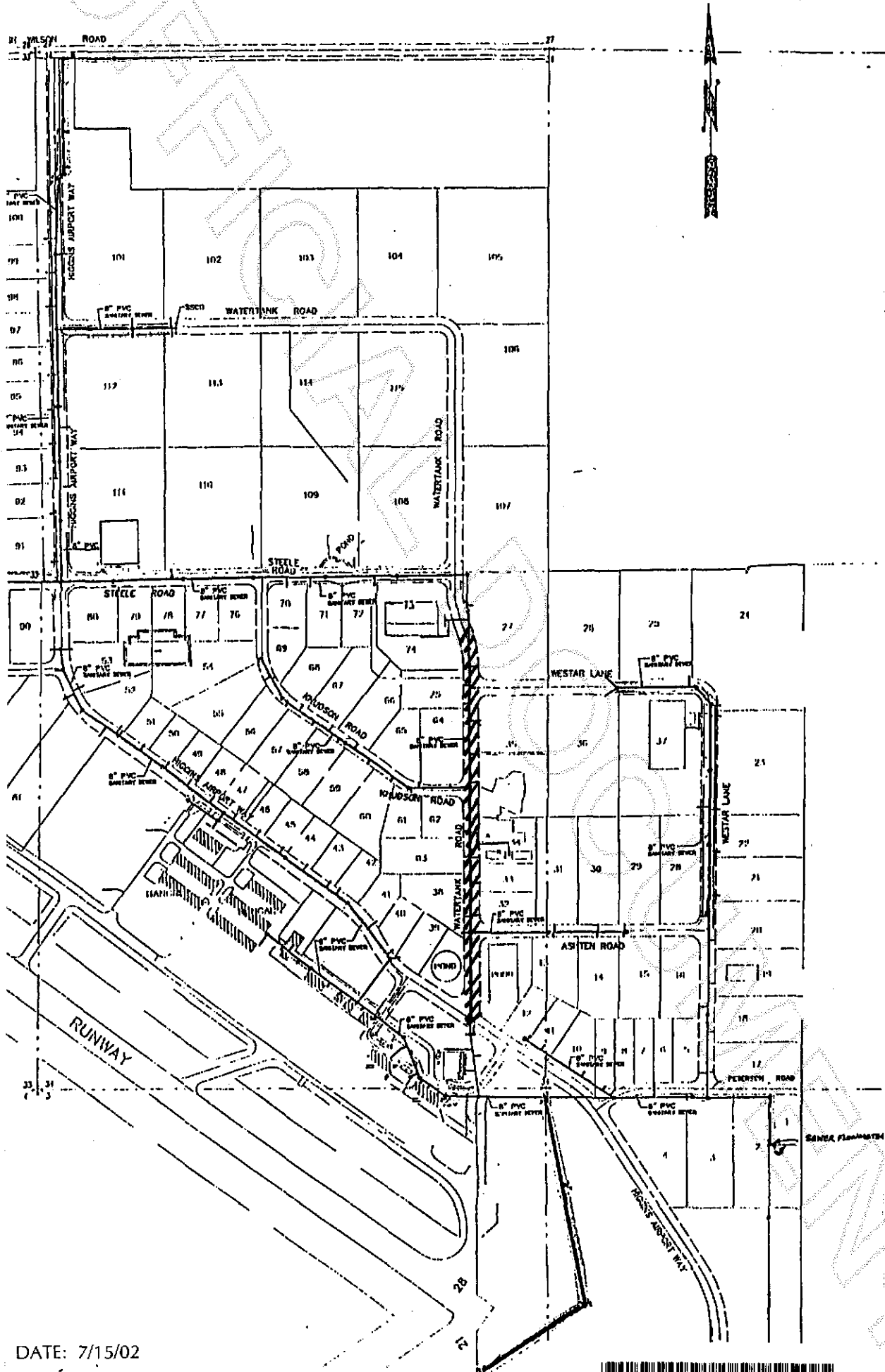
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Sanitary Sewer Easement N

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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit O

**Sanitary Sewer Easement O:**

The entire width of the right-of-way of the street described as follows:

Commencing at the east road edge of Watertank Road at intersection with Knudson Road; thence west on Knudson Road approximately 1,365 feet to terminus at the extension of the boundary between Lots 54 and 55 across Knudson Road, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

DATE: 7/15/02



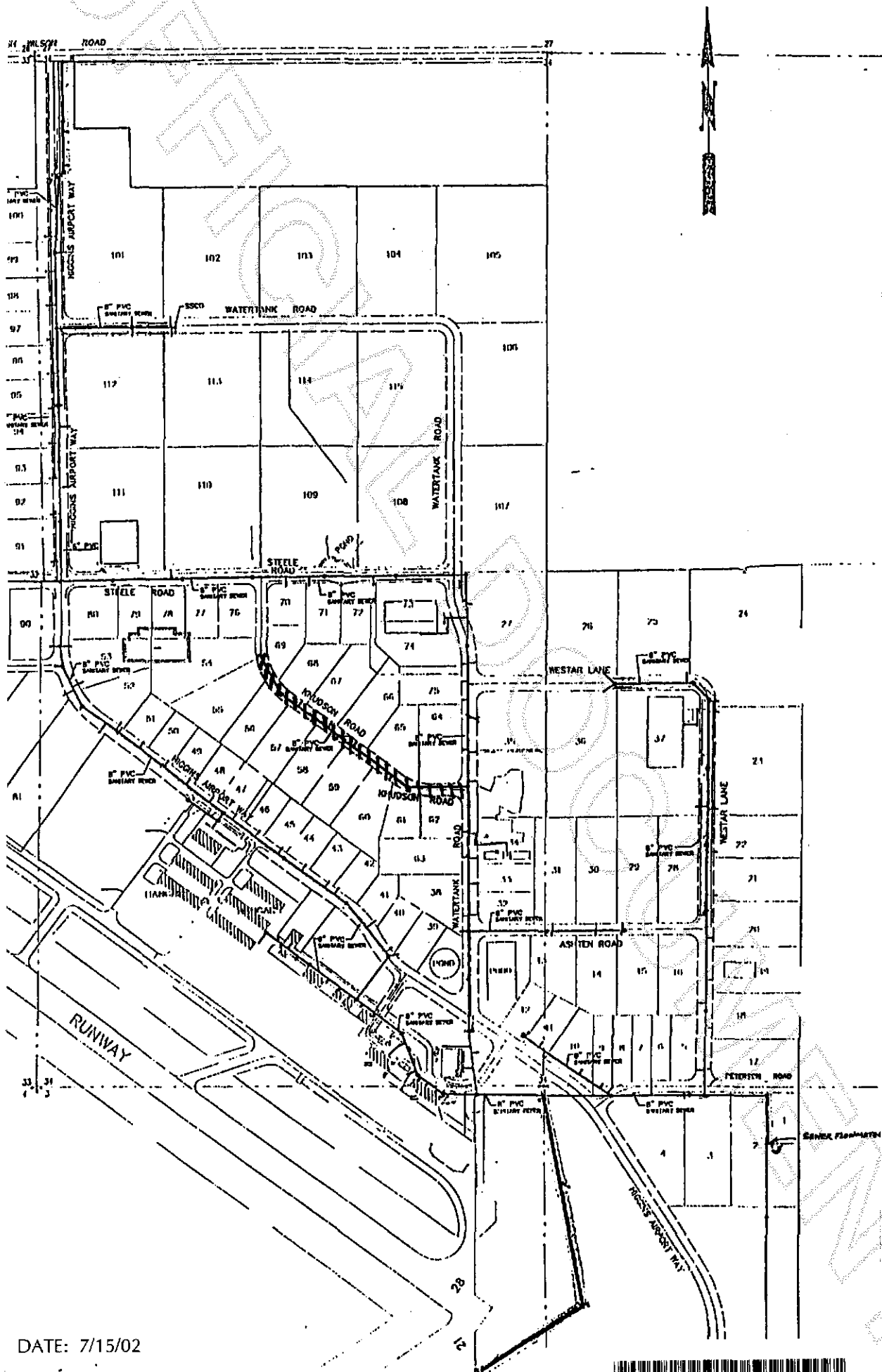
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Sanitary Sewer Easement O

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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit P

**Sanitary Sewer Easement P:**

The entire width of the right-of-way of the street described as follows:

Commencing at the west edge of Watertank Road/Ashten Road intersection; thence east on Ashten Road to the east road edge of its intersection with Westar Lane, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

DATE: 7/15/02



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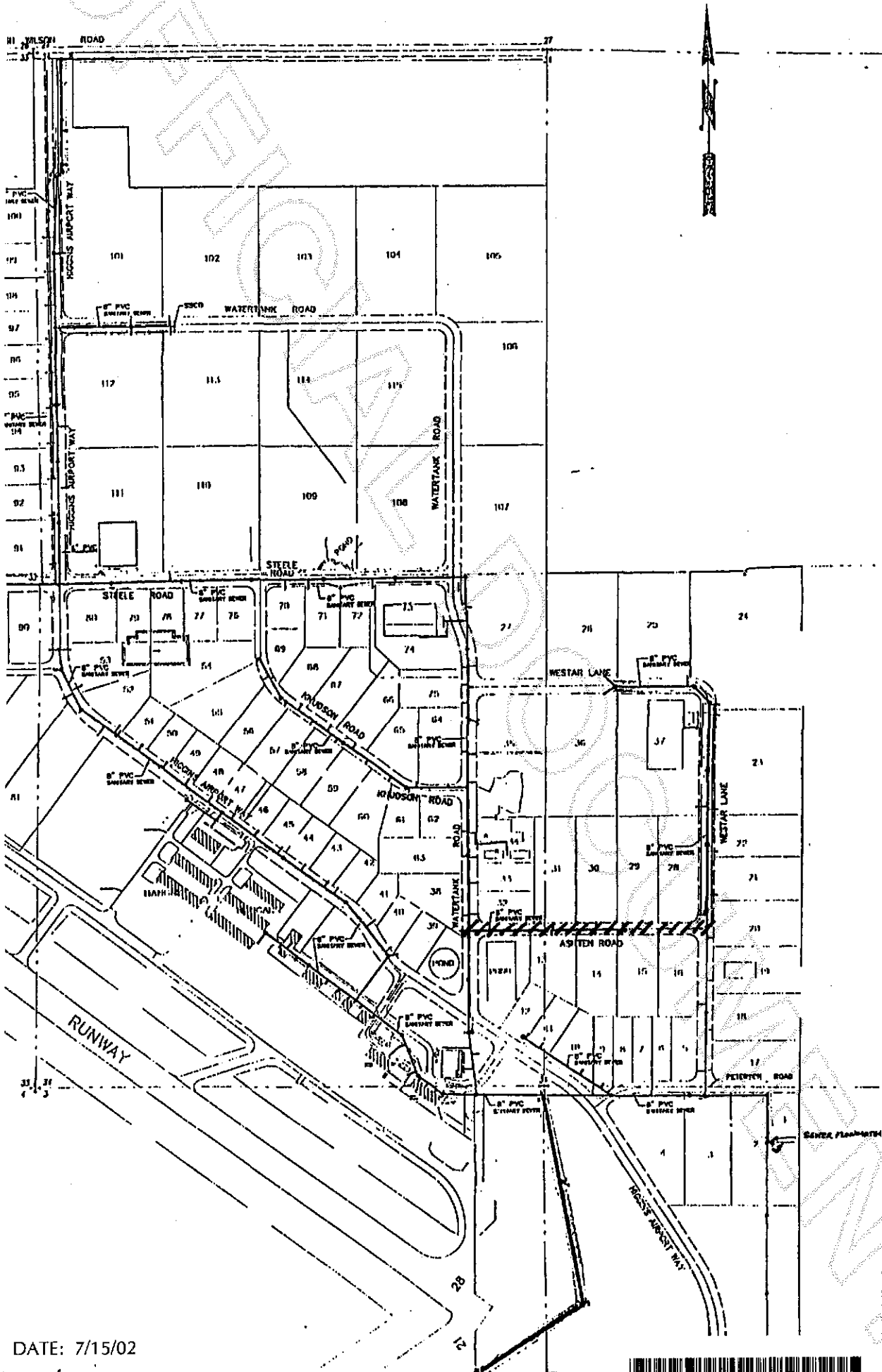
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Sanitary Sewer Easement P

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Port of Skagit County to City of Burlington Sewer System Easement  
Exhibit Q

**Sanitary Sewer Easement Q:**

The entire width of the right-of-way of the street described as follows:

Entire length of Westar Lane from its intersection with Watertank Road through its intersection with Peterson Road and southerly to Easement I herein, all as depicted on Binding Site Plan, recorded August 25, 1986, under Auditor's File No. 860825002.

DATE: 7/15/02



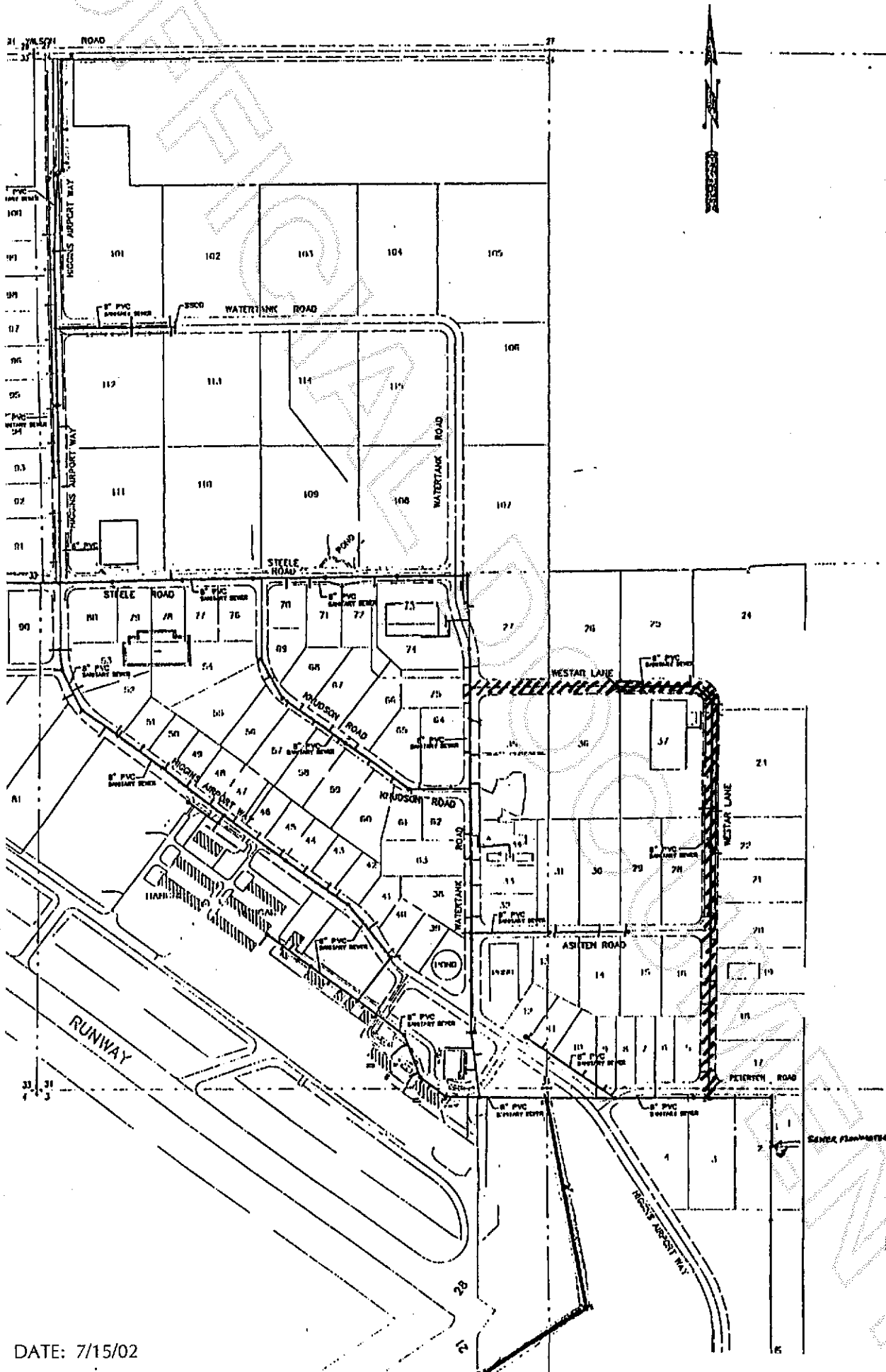
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Sanitary Sewer Easement Q

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