



## EXCEPTIONS:

## A. Reservations contained in instrument:

Executed By: Glacier Park Company  
Recorded: December 21, 1989  
Auditor's No.: 8912210037  
As Follows:

EXCEPTING AND RESERVING, however, to the Grantor, for itself, its successors and assigns, forever, all right, title and interest, legal and equitable, whatsoever, however derived, reserved or held, in and to all geothermal heat and all ores and minerals of any nature whatsoever, including, but not limited to, oil, gas, other hydrocarbons, carbon dioxide, coal, iron, gas occurring in coal formation, industrial minerals, metallic minerals, aggregates, sand, gravel, clay, uranium, rock, including, but not limited to, rock of a unique character (hereinafter "minerals"), in and under or which may be produced from the above-described real estate (hereinafter "premises"), together with all the right to enter upon the Premises for the purposes of prospecting and exploring for minerals by geophysical, geochemical or other means, and for the purposes of drilling, extracting, operating and working any extraction and processing facilities by any procedures whatsoever, and taking out, removing, carrying away, the tenements, hereditaments and appurtenances. Provided, however, that the Grantee, his successors and assigns, shall be paid just and reasonable compensation for any actual physical injury or damage to the surface of said Premises, including, but not limited to, physical injury, damage or impacts to buildings, improvements, parking lots, landscaping or any other kind of development on the parcel described in attached Exhibit "A" caused by the exercise of any rights herein reserved. The exercise of such rights by the Grantor or its successors and assigns shall not be postponed or delayed pending reasonable efforts to agree upon, or have determined, such just and reasonable compensation. Parties agree that access to any minerals referenced herein shall be through a common green belt area on the property."

## B. Provisions contained in the Dedication, as follows:

"...the right to make all the necessary slopes for cuts and fills upon the lots and tracts shown hereon in the original reasonable grading of all such streets shown hereon and also dedicate to the use of the public forever those tracts designated "C", "E" and "F" for utility purposes, and that tract designated "B" for open space purposes."

## C. Easement contained on the face of the Binding Site Plan, as follows:

"An easement is hereby reserved for and granted to the City of Burlington, Public Utility District No. 1, Puget Sound Power and Light, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington Inc. and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts and other utility easements shown on the face of the binding site plan, in which to install, lay, construct, renew, operate, maintain and remove utility systems, line, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property. Together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted."



200308290042  
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## EXCEPTIONS CONTINUED:

## D. Water Pipeline provisions contained on the face of the Binding Site Plan, as follows:

"Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege and authority enabling the P.U.D. to do all things necessary or proper in the construction and maintenance of a water line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the lands as shown on this plat. Together with the right of ingress to and egress from said lands across adjacent lands of the grantor. Also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the grantor which, in the opinion of the district, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The grantor agrees that title to all timber, brush, trees other vegetation or debris trimmed, cut, and removed from the easement pursuant to this agreement is vested in the district.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the general manager of the district. Grantor shall conduct its activities and all other activities 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 district's use of the easement."

## E. Notes contained on the face of the Binding Site Plan, as follows:

1. Railroad alignment shown on sheets 2 and 4 hereon shows a ten minute angle point along the Easterly railroad right of way line. Railroad alignment as shown on Burlington Hill Business Park, Binding Site Plan, filed in Volume 11 of Plats on pages 109-112, Skagit County records, Washington, shows the Westerly railroad right of way as one tangent. As-built location and plans information indicate probability that an angle point exists although other record information calls for one tangent.
2. The eighty foot drainage easement shown on sheets 2 and 3 hereon is subject to the following:
  - a.) Property that is lower than elevation 24.0 feet shall not be filled or developed to an elevation above 24.0 feet.
  - b.) Undeveloped property that is higher than elevation 24.0 feet shall not be developed at an elevation higher than existing grade.
  - c.) Property at and below elevation 24.0 feet is potentially subject to flooding during the 100 year storm rainfall event.
3. Development on all lots within Phase 11 of Burlington Hill Business Park shall be constructed so no top of storm structures is lower than elevation 24.0 feet. Storm systems within this project will be subjected to a detention elevation of 24.0 feet. On site biofiltration shall be provided within the development of Lots 1, 2, 3, 4, 15, 17 and 18, biofiltration shall conform to D.O.E. requirements and be approved by the City of Burlington.
4. This survey was performed in the field using a set 4A electronic distance measuring theodolite.



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## EXCEPTIONS CONTINUED:

## E. (Continued):

5. This survey has depicted existing fencelines in accordance with W.A.C. CH. 332.130. These occupational indicators may indicate a potential for unwritten title ownership. The legal resolution of ownership based upon unwritten title claims has not been resolved by this binding site plan.

6. Lester H. Gear Road right of way is shown as a 30 foot strip abutting the East-West center section line according to Skagit County records. A portion of this strip is occupied by that certain tract of land conveyed to Lester H. Gear by deed dated April 10, 1903 and recorded April 11, 1903 in Volume 49 of Deeds, page 589, under Auditor's File No. 3741.

7. The Burlington Hill Business Park Home Owners Association will be responsible for maintaining the two storm water detention ponds within this binding site plan. Maintenance includes mowing, cleaning and regular inspection of the control structures and cleanup of any debris or garbage within the ponds.

## F. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition  
Purpose: Drainage  
Area Affected: Northerly 25 feet of Lot 5

G. By-Laws of the Burlington Hill Business Park Owners' Association and the terms and conditions thereof as recorded October 29, 1997, under Auditor's File No. 9710290034.

H. Concomitant Rezone Agreement and the terms and conditions thereof as recorded October 29, 1997, under Auditor's File No. 9710290035.

## I. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PROVISIONS FOR LEVY OF ASSESSMENTS AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE TERMS AND CONDITIONS THEREOF:

Executed By: Burlington Hill Properties  
Recorded: October 29, 1997  
Auditor's No.: 9710290035

## J. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN INSTRUMENT:

Recorded: January 3, 2003  
Auditor's File No.: 200301030059  
As Follows:

"The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purposes of creating an additional building lot."



200308290042  
Skagit County Auditor

EXCEPTIONS CONTINUED:

K. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: NT Properties Management, L.L.C., a Washington limited liability company  
Purpose: Install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances  
Area Affected: The South 17 feet of the East 40 feet of Lot 6  
Dated: August 11, 2000  
Recorded: August 11, 2000  
Auditor's No.: 200008110115

L. EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition  
Purpose: Utilities  
Area Affected: East 10 feet and exterior 10 feet of said premises



200308290042

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8/29/2003 Page

5 of

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