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Adelstein, Sharpe & Serka LLP
P.O. Box 5158
Bellingham, WA 98227-5158

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

~~EASEMENT~~
AUG 23 2018

Amount Paid \$
Skagit Co. Treasurer
By HB Deputy



201808230020

08/23/2018 10:45 AM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

GRANTOR: THE STARLIGHT GROUP, LLC, a Washington Limited Liability Company
GRANTEE: THE STARLIGHT GROUP, LLC, a Washington Limited Liability Company
LEGAL DESCRIPTION: Lot 1 & 2, Burlington BSP 1-99 AF200005030015
TAX PARCEL I.D. NOS: P116701; P116702
REFERENCE #'S: AF200005030015

SANITARY SEWER EASEMENT

This easement agreement is made and entered into by THE STARLIGHT GROUP, LLC, a Washington Limited Liability Company ("Starlight Group") whose address is at 15946 Mountain Drive, Bow, WA 98232; and,

WHEREAS, Starlight Group is the owner of Lots 1 and 2 of the City of Burlington Binding Site Plan BSP 1-99 approved May 1, 2000, and recorded May 3, 2000, under Auditor's File No. 200005030015, records of Skagit County, Washington, being a portion of the northwest quarter of Section 32, Township 35 North, Range 4 East of W.M., except portions deeded to the City of Burlington for road purposes; and,

WHEREAS, Starlight Group wishes to convey a non-exclusive easement under Lot 2 for the benefit of Lot 1 for the location and maintenance of a sanitary sewer line on the following terms and conditions:

WITNESSETH:

1. Sewer Easement. Starlight Group hereby conveys, assigns and reserves a non-exclusive, 10-foot wide, perpetual easement over and under the following described real property:

An Easement for Sanitary Sewer, 10 feet in width and Centered on the following described line:

That portion of Lot 2, City of Burlington Binding Site Plan BSP 1-99 recorded under Auditor's File No. 200005030015, records of Skagit County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2; Thence S88°53'47"W, along the South line of said Lot 2, a distance of 185 feet; to the True Point of Beginning; Thence N75°45'07"E a distance of 175.81 feet, to the West line of a 30 foot wide Easement for ingress, egress and utilities.

The purpose of the easement is to allow the location and maintenance of an underground sanitary sewer line and to ingress and egress the Servient Estate in order to accomplish the purpose and intent of this easement.

2. Appurtenant Property. The Appurtenant Property is Lot 1, City of Burlington Binding Site Plan BSP 1-99 recorded under Auditor's File No. 200005030015, records of Skagit County, Washington.

3. Servient Estate. The Servient Estate is Lot 2, City of Burlington Binding Site Plan BSP 1-99 recorded under Auditor's File No. 200005030015, records of Skagit County, Washington.

4. Costs of Maintenance. The owner of the Appurtenant Property is obligated to pay any costs to install and maintain the sanitary sewer line until such time as it is dedicated to the City of Burlington.

5. Restoration. The owner of the Appurtenant Property shall be responsible to restore the Servient Estate to the condition, as reasonably possible, that existed prior to performing any construction or maintenance work on the sanitary sewer line.
6. Access. The owner of the Appurtenant Property may access the Servient Estate from the hours of 8:00 a.m. to 5:00 p.m. conditioned on delivery of notice of intent to access to the Servient Estate owner at least 24 hours prior to entry onto the property.
7. Indemnification. The owner of the Appurtenant Property shall defend and indemnify the owner of the Servient Estate and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees arising from any act, omission or negligence by the owner of the Appurtenant Property or its licensees, agents, or employees arising from use of the easement.
8. Successors and Assigns. This easement shall run with the land and shall be binding on successors, heirs, and assigns of the Servient Estate and Appurtenant Property.
9. Default. In the event of a default of this agreement, the parties shall be afforded any and all remedies allowed by law or equity. In any suit or action to enforce the terms of this agreement, the prevailing party shall be entitled to recover its costs of litigation, including reasonable attorney's fees.
10. Non-Merger. This easement is intended to run with the land and common ownership of the Servient Estate and Appurtenant Property shall not result in the termination of this easement. Said easement shall continue to run with the land and shall be binding on successors, heirs, and assigns of the Appurtenant Property and

Servient Estate. Said easement shall only be terminated by written notice of termination signed by the owner of the Servient Estate and Appurtenant Property.

DATED this 23 day of August, 2018.

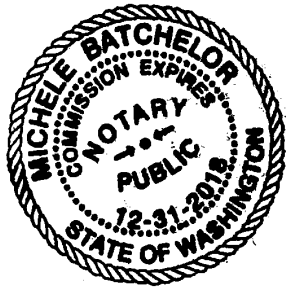
THE STARLIGHT GROUP, LLC,
a Washington Limited Liability Company

By: [Signature]
ROBERT EGERER, Manager

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that **ROBERT EGERER** 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 acknowledged it as the **Manager of THE STARLIGHT GROUP, LLC, a Washington Limited Liability Company**, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of August, 2018.



[Signature]
Notary Public in and for the State of
Washington, residing at: Skiagit Co
Print name: Michele Batchelor
My appointment expires: 12-31-18

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