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03/15/2022 12:23 PM Pages: 1 of 6 Fees: \$208.50  
Skagit County Auditor

RETURN TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
Mount Vernon, WA 98273-1436

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Dena Thompson  
DATE 3-15-22

**PUD UTILITY EASEMENT**

THIS PUD UTILITY EASEMENT (“AGREEMENT”) is made this 9 day of February, 2022, between **ALM BURLINGTON, LLC**, a Delaware limited liability company, hereinafter referred to as “Grantor”, and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as “District”. Witnesseth:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, subject to the terms of this Agreement, Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, grants to the District, its successors or assigns, an easement for the perpetual right, privilege, and authority to do all things necessary or proper in the construction and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities within the Easement Area defined herein below. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water, sewer, electrical, and electronic information on facilities over, across, along, in and under the easement area (“Easement Area”) described on Exhibit A attached hereto and depicted on Exhibit B attached hereto located within the following described lands and premises in the County of Skagit, State of Washington, to wit (the “Property”):

**Tax Parcel Numbers: P122075**

Parcel A of Skagit County Boundary Line Adjustment No. PL20-0036, recorded under Auditor's File No. 202104300167.

Grantor authorizes the District the right of ingress and egress within the Easement Area. Grantor also gives the District permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of Grantor in the described Easement Area for the purposes of the activities listed above, as well as the right to cut, trim and/or remove vegetation in the described Easement Area which, in the opinion of the District, constitutes a menace or danger to said pipe(s), line(s) or related facilities, and/or to persons or property by reason of proximity to the pipe(s), line(s), or related facilities. Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the Easement Area pursuant to this Agreement is vested in the District.

Except as set forth below, Grantor, and its heirs, successors, or assigns agree 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 the Easement Area so as not to: (1) materially interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained by the District within the Easement Area; or (2) in any way materially interfere with, obstruct or endanger the District’s use of the Easement Area. Notwithstanding the foregoing, Grantor may pave the surface

of the Easement Area and utilize the Easement Area for driving and parking vehicles and all other purposes necessary and incidental to a parking lot. After completing any work within the Easement Area, Grantee shall restore the Easement Area to substantially similar condition as it was in prior to such work.

Grantor warrants that Grantor lawfully owns the land aforesaid and has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except those recorded prior to the date of this Agreement in the records of Skagit County, and that Grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

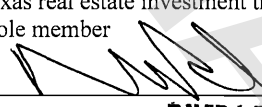
Any mortgage on said Property held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, Grantor hereunto sets its hand and seal this 9 day of February, 2022.

**Grantor:**

ALM BURLINGTON, LLC,  
a Delaware limited liability company

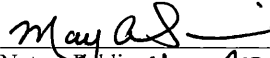
By: LM Logistics REIT II,  
a Texas real estate investment trust,  
its sole member

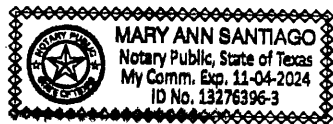
By:   
Name: DAVID J. BUCK  
Title: Executive Managing Director  
Date: 2-9-22

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF BEXAR        )

Personally appeared before me, Mary Ann Santiago, Notary Public, David J. Buck, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Exec. Managing Dir. of LM Logistics REIT II, a Texas real estate investment trust, sole member of ALM BURLINGTON, LLC, a Delaware limited liability company, and is authorized to execute this instrument.

WITNESS my hand, at office, this 9 day of February, 2022.

  
Notary Public Mary Ann Santiago  
My Commission Expires: 11-4-24



In Witness Whereof, the District hereunto sets its hand and seal this 7<sup>th</sup> day of March,  
2022.

**District:**

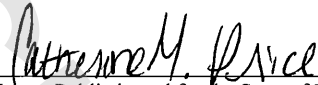


George Sidhu, P.E., General Manager

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **George Sidhu** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **General Manager of Public Utility District No. 1 of Skagit County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 7th, 2022

 Catherine M. Price

Notary Public in and for the State of Washington

Residing in Skagit County

My appointment expires: 02/09/2024

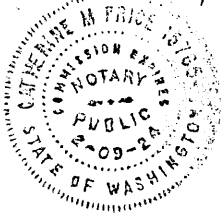


EXHIBIT A

UTILITY LINE EASEMENT LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF LOT 2G OF BAY RIDGE BUSINESS PARK BINDING SITE PLAN NUMBER PL-03-0706, UNDER SKAGIT COUNTY RECORDING NUMBER 200407090108 (ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. PL20-0036, RECORDING NUMBER 202104300167), LYING 10.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID LOT 2G;  
THENCE SOUTH 00°10'52" WEST, ALONG THE WESTERLY MARGIN OF BAY RIDGE DRIVE, 322.29 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°02'53", FOR AN ARC LENGTH OF 52.29 FEET TO THE **POINT OF BEGINNING**;  
THENCE SOUTH 67°30'07" WEST, 72.55 FEET;  
THENCE SOUTH 23°34'19" EAST, 14.00 FEET TO THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF LOT 2H OF SAID BINDING SITE PLAN, LYING 10.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE EAST LINE OF SECTION 3, LYING SOUTH 00°17'37" WEST 635.38 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2H;  
THENCE SOUTH 61°13'46" WEST, 27.34 FEET TO THE INTERSECTION WITH THE EXTENSION OF THE NORTHEASTERLY MARGIN OF BAY RIDGE DRIVE;  
THENCE NORTH 60°54'36" WEST, ALONG THE EXTENSION OF SAID NORTHEASTERLY MARGIN, 31.66 FEET TO THE **POINT OF BEGINNING**;  
THENCE NORTH 29°55'23" EAST, 6.80 FEET;  
THENCE NORTH 00°20'55" EAST, 24.71 FEET TO THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF LOT 2G OF SAID BINDING SITE PLAN, LYING 10.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 2G;  
THENCE SOUTH 00°10'52" WEST, ALONG THE WESTERLY MARGIN OF BAY RIDGE DRIVE, 23.14 FEET;  
THENCE NORTH 90°00'00" WEST, 25.10 FEET;  
THENCE SOUTH 44°57'53" WEST, 46.45 FEET;  
THENCE NORTH 45°02'07" WEST, 27.00 FEET;  
THENCE NORTH 00°10'52" EAST, 17.16 FEET TO THE SOUTH LINE OF THE NORTH 20.00 FEET OF SAID LOT 2G;  
THENCE NORTH 89°49'08" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2G, 569.22 FEET TO THE WEST LINE OF SAID LOT 2G;  
THENCE NORTH 00°12'19" EAST, ALONG SAID WEST LINE 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2G;  
THENCE SOUTH 89°49'08" EAST, ALONG THE NORTH LINE OF SAID LOT 2G, 646.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF LOTS 2F AND 2H OF SAID BINDING SITE PLAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

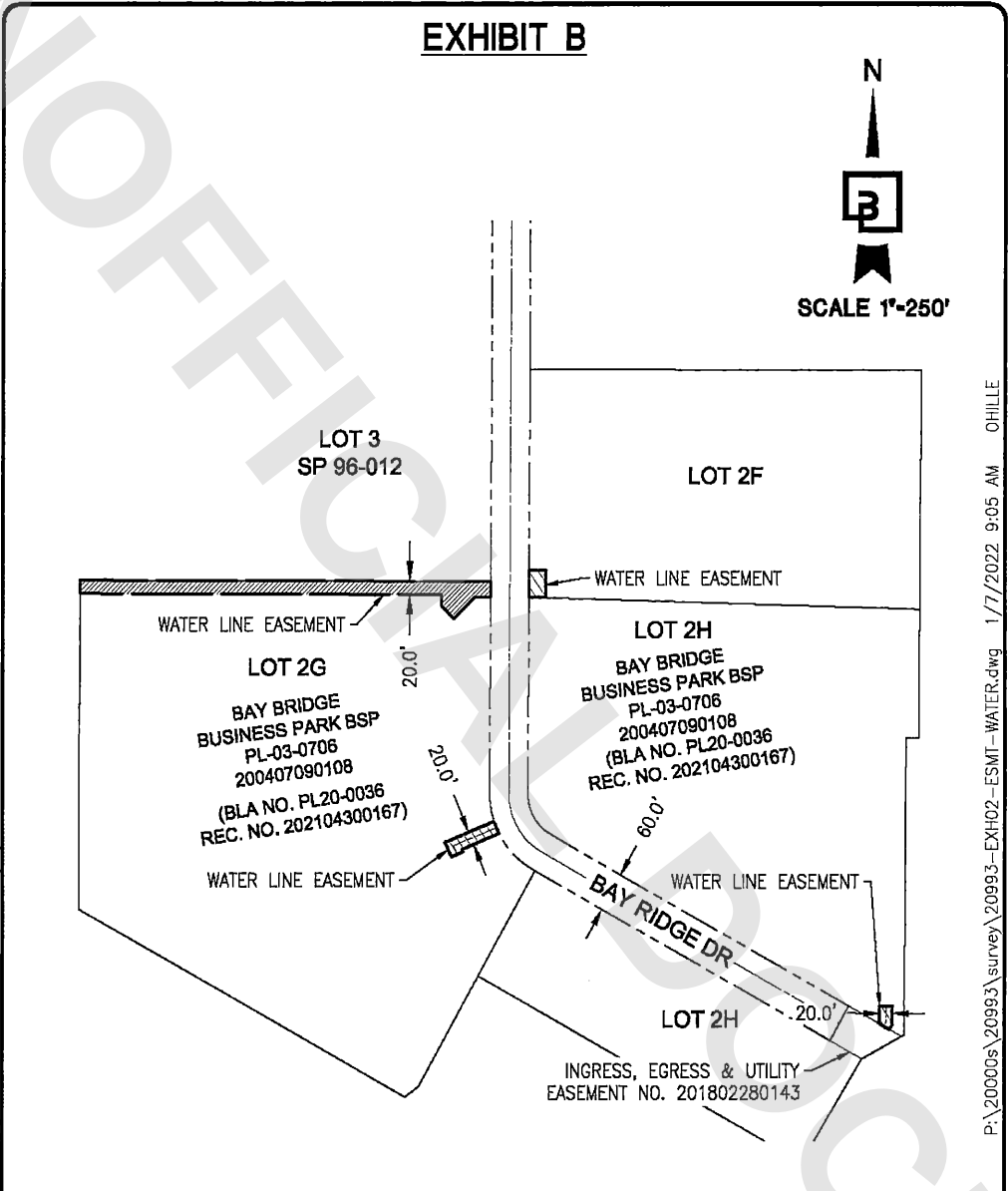
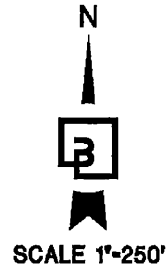
**COMMENCING** AT THE NORTHEAST CORNER OF LOT 2G OF SAID BINDING SITE PLAN;  
THENCE NORTH 00°10'52" EAST, ALONG THE WESTERLY MARGIN OF BAY RIDGE DRIVE, 17.53 FEET;  
THENCE SOUTH 89°49'08" EAST, 60.00 FEET TO THE EASTERLY MARGIN OF SAID BAY RIDGE DRIVE AND **THE POINT OF BEGINNING**;  
THENCE NORTH 89°59'59" EAST, 25.91 FEET;  
THENCE SOUTH 00°00'00" EAST, 41.23 FEET;  
THENCE NORTH 90°00'00" WEST, 26.04 FEET TO SAID EASTERLY MARGIN;  
THENCE NORTH 00°10'52" EAST, ALONG SAID EASTERLY MARGIN, 41.23 FEET TO THE **POINT OF BEGINNING**.

THE SIDELINES OF EACH ABOVE DESCRIBED STRIPS OF LAND SHALL BE LENGTHENED OR SHORTENED TO INTERSECT THE EXTERIOR LIMITS OF SAID BINDING SITE PLAN, AT ALL ANGLE POINTS AND LINES PERPENDICULAR TO ALL DESCRIBED TERMINI.

01/28/2022



**EXHIBIT B**



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SCALE: HORIZONTAL 1"=250' VERTICAL N/A	For: <b>PROJECT CASCADE</b>	JOB NUMBER <b>20993</b>
	Title: <b>PUD UTILITY EASEMENT</b>	SHEET <b>1 of 2</b>
DRAWN <u>   RDL   </u> CHECKED <u>   OBH   </u> APPROVED <u>   OBH   </u> DATE <u>   01/07/21   </u>		20993L.003.DOC

**B** Barghausen Consulting Engineers, Inc.  
 18215 72nd Avenue South  
 Kent, W 98032  
 425.251.6222 barghausen.com

