

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/19/2022

re-record Easement to correct Exhibits "B" and "D".

**Document Title:**

EASEMENT

**Reference Number :** 202204050045

**Grantor(s):**

additional grantor names on page \_\_\_.

1. ALM BURLINGTON, LLC, a Delaware limited liability company

2.

**Grantee(s):**

additional grantee names on page \_\_\_.

1. PUGET SOUND ENERGY, INC., a Washington corporation

2.

**Abbreviated legal description:**

full legal on page(s) 3.

Parcel A of Skagit County BLA No. PL20-0036 (NE03-T34N-R3E)

**Assessor Parcel / Tax ID Number:**

additional tax parcel number(s) on page \_\_\_.

P122075 (8054-000-006-0000)

202204050045

04/05/2022 09:37 AM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor, WA

202204190080

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**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/05/2022



## EASEMENT

REFERENCE #: N/A  
GRANTOR (Owner): ALM Burlington, LLC  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Parcel A of Skagit County BLA No. PL20-0036 (NE03-T34N-R3E)  
ASSESSOR'S PROPERTY TAX PARCEL: P122075 (8054-000-006-0000)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALM Burlington, LLC, a Delaware limited liability company ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBITS "B," "C," "D," "E," "F," & "G" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**4. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**5. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall

become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**6. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

**7. Warranty and Representation of Authority.** Owner represents and warrants that the person executing this Easement has the authority to do so and to bind Owner hereunder. All consents, permissions and approvals related to entry into this Easement, and the obligations hereunder, have been obtained.

DATED this 4 day of April, 2022.

OWNER:

**ALM Burlington, LLC,**  
a Delaware limited liability company

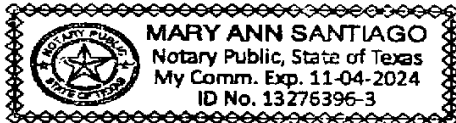
By: **LM Logistics REIT II,**  
a Texas real estate investment trust,  
Its: sole member

By: *Bruce C. Petersen*  
Bruce C. Petersen, Executive Managing Director

STATE OF TEXAS                    )  
  )ss  
COUNTY OF BEXAR                )

On this 4 day of April, 2022 before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Bruce C. Petersen, to me known to be the person who signed as Executive Managing Director of LM Logistics REIT II, the real estate investment trust acting as sole member of ALM Burlington, LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of LM Logistics REIT II as sole member of ALM Burlington, LLC, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of LM Logistics REIT II and that said trust is authorized to execute said instrument on behalf of ALM Burlington, LLC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



*Mary Ann Santiago*  
(Signature of Notary)  
Mary Ann Santiago  
(Print or Stamp name of Notary)  
NOTARY PUBLIC in and for the State of TX  
residing at San Antonio  
My Appointment Expires: 11-4-2024

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**PARCEL A:**

**PARCEL A OF SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT NO. PL20-0036, RECORDED UNDER AUDITOR'S FILE NO. 202104300167, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOTS 2F, 2G AND A PORTION OF LOT 2H, BAY RIDGE BUSINESS PARK BINDING SITE PLAN, BSP NO. PL-03-0706, APPROVED JUNE 8, 2004 AND RECORDED JULY 9, 2004, UNDER AUDITOR'S FILE NO. 200407090108, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3 AND BEING THE NORTHEAST CORNER OF SAID LOT 2F;**  
**THENCE SOUTH 00°17'37" WEST, ALONG SAID EAST LINE A DISTANCE OF 557.87 FEET;**  
**THENCE NORTH 89°42'23" WEST, A DISTANCE OF 20.00 FEET;**  
**THENCE SOUTH 00°17'37" WEST, A DISTANCE OF 451.40 FEET;**  
**THENCE SOUTH 61°43'46" WEST, A DISTANCE OF 75.31 FEET;**  
**THENCE SOUTH 30°57'26" WEST, A DISTANCE OF 153.45 FEET;**  
**THENCE SOUTH 34°50'31" WEST, A DISTANCE OF 30.14 FEET;**  
**THENCE NORTH 60°54'36" WEST, A DISTANCE OF 579.99 FEET;**  
**THENCE SOUTH 29°05'24" WEST, A DISTANCE OF 191.15 FEET;**  
**THENCE SOUTH 51°59'17" WEST, A DISTANCE OF 27.68 FEET;**  
**THENCE NORTH 60°54'35" WEST, A DISTANCE OF 588.47 FEET TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3;**  
**THENCE NORTH 00°12'19" EAST, ALONG SAID WEST LINE A DISTANCE OF 498.98 FEET;**  
**THENCE SOUTH 89°49'08" EAST, A DISTANCE OF 646.19 FEET TO THE WESTERLY MARGIN OF BAY RIDGE DRIVE;**  
**THENCE SOUTH 00°10'52" WEST, ALONG SAID WESTERLY MARGIN A DISTANCE OF 322.29 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 61°05'28";**  
**THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 138.61 FEET;**  
**THENCE SOUTH 60°54'36" EAST, A DISTANCE OF 536.00 FEET TO AN ANGLE POINT OF SAID BAY RIDGE DRIVE MARGIN;**  
**THENCE NORTH 29°05'24" EAST, ALONG SAID MARGIN A DISTANCE OF 60.00 FEET TO THE NORTHERLY MARGIN OF BAY RIDGE DRIVE;**  
**THENCE NORTH 60°54'36" WEST, ALONG SAID NORTHERLY MARGIN A DISTANCE OF 536.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 61°05'28";**  
**THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 74.64 FEET;**  
**THENCE NORTH 00°10'52" EAST, A DISTANCE OF 645.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2F;**  
**THENCE SOUTH 89°49'08" EAST, ALONG THE NORTH LINE OF SAID LOT 2F A DISTANCE OF 614.15 FEET TO THE POINT OF BEGINNING.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

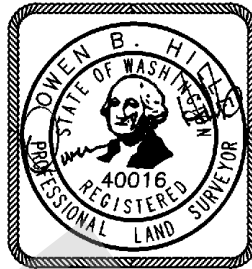
EXHIBIT B

POWER EASEMENT LEGAL DESCRIPTION

A PORTION OF LOTS 2G AND 2H 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), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2G;  
THENCE SOUTH  $00^{\circ}10'52''$  WEST, ALONG THE WESTERLY MARGIN OF BAY RIDGE DRIVE, 322.29 FEET TO A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 130.00 FEET;  
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $61^{\circ}05'28''$ , FOR AN ARC LENGTH OF 138.61 FEET;  
THENCE SOUTH  $60^{\circ}54'36''$  EAST, 366.19 FEET;  
THENCE SOUTH  $28^{\circ}02'38''$  WEST, 10.00 FEET;  
THENCE NORTH  $60^{\circ}54'36''$  WEST, 366.37 FEET TO A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 140.00 FEET;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $61^{\circ}05'28''$ , FOR AN ARCH LENGTH OF 149.27 FEET;  
THENCE NORTH  $00^{\circ}10'52''$  EAST, 322.29 FEET TO THE NORTH LINE OF SAID LOT 2G;  
THENCE ALONG SAID NORTH LINE, SOUTH  $89^{\circ}49'08''$  EAST, 10.00 FEET TO THE POINT OF BEGINNING.

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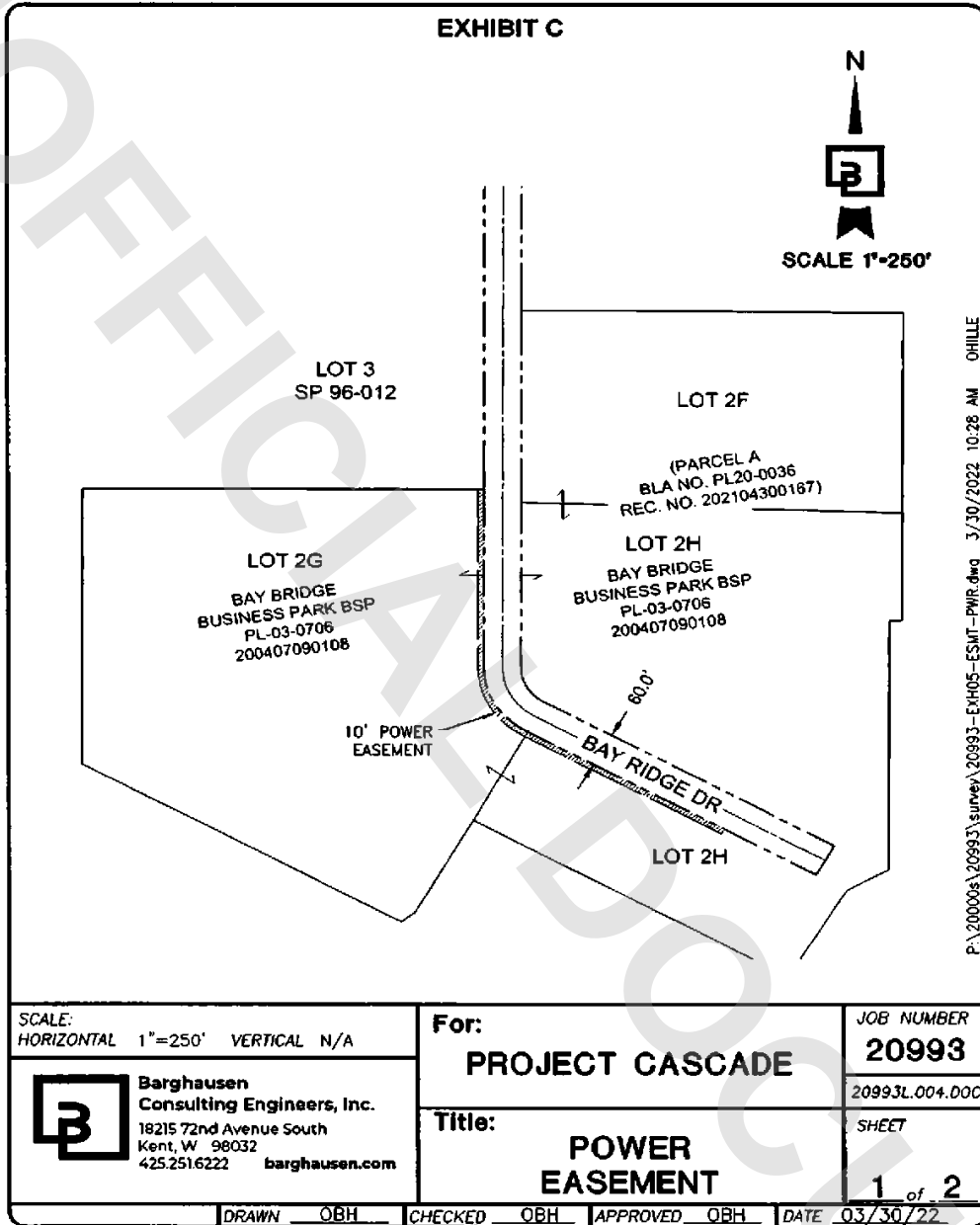


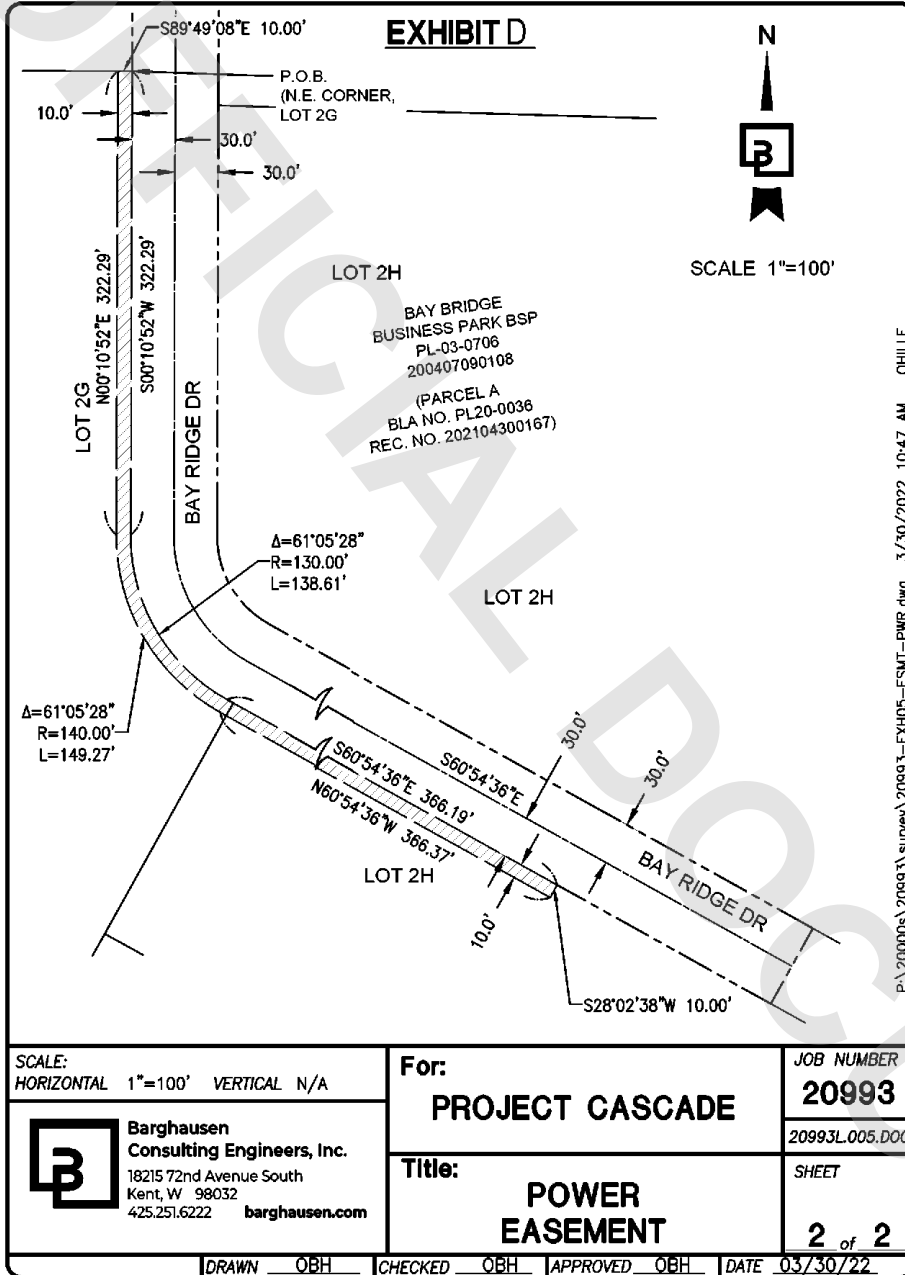
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**EXHIBIT E**

**POWER EASEMENT LEGAL DESCRIPTION**

A PORTION OF LOT 2H 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), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2H;**  
**THENCE SOUTH 00°10'52" WEST, ALONG THE EASTERLY MARGIN OF BAY RIDGE DRIVE, 298.65 FEET TO A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 70.00 FEET;**  
**THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°05'28", FOR AN ARC LENGTH OF 74.64 FEET;**  
**THENCE SOUTH 60°54'36" EAST, 355.09 FEET TO THE POINT OF BEGINNING;**  
**THENCE NORTH 28°02'38" EAST, 55.49 FEET;**  
**THENCE NORTH 09°40'57" WEST, 65.28 FEET;**  
**THENCE NORTH 90°00'00" WEST, 7.32 FEET;**  
**THENCE NORTH 00°00'00" EAST, 20.00 FEET;**  
**THENCE NORTH 90°00'00" EAST, 20.00 FEET;**  
**THENCE SOUTH 00°00'00" EAST, 20.00 FEET;**  
**THENCE SOUTH 00°00'00" WEST, 2.53 FEET;**  
**THENCE SOUTH 09°40'57" EAST, 66.99 FEET;**  
**THENCE SOUTH 28°02'38" WEST, 59.09 FEET TO A POINT OF THE NORTHERLY MARGIN OF BAY RIDGE DRIVE;**  
**THENCE ALONG SAID NORTHERLY MARGIN NORTH 60°54'36" WEST, 10.00 FEET TO THE POINT OF BEGINNING.**





