



202301310047

01/31/2023 02:21 PM Pages: 1 of 19 Fees: \$221.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:
Skagit County
Planning & Development Services
Attn: Stormwater
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 31 2023

Amount Paid \$ ✓
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: Access Easement

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): ALM Burlington, LLC, a Delaware limited liability company

GRANTEE: Skagit County, a political subdivision of the State of Washington

ASSESSOR'S TAX / PARCEL NUMBER(S): P122075

ABBREVIATED LEGAL DESCRIPTION:

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

*LOTS 2F, 2G PTN 2H Bay Ridge Business Park
(Complete LEGAL DESCRIPTION provided at Exhibit "C"). BSP PLO3-0706*

ACCESS EASEMENT

Subject to the terms of this Access Easement (this "Agreement") The undersigned, **ALM Burlington, LLC**, a Delaware limited liability company ("Grantor" herein), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington ("Grantee" herein), and Grantee's successors and assigns, a permanent, perpetual, non-exclusive access easement for ingress and egress, and other purposes reasonably related thereto ("Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Agreement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent, perpetual, non-exclusive access easement for the benefit of Grantee (and Grantee's employees, agents, contractors, and/or assigns) upon, across and through the Easement Area with the necessary equipment for the limited purpose of conducting periodic inspections of stormwater and drainage facilities owned by Grantor, as may be required by applicable Federal,

State, and local laws, rules, regulations, and permits (including, but not limited to, Title 33 United States Code, Section 1251 *et seq.*, RCW 90.48, Chapter 173 WAC, SCC 14.32, and Western Washington Phase II Municipal Stormwater Permit), and for purposes reasonably related thereto. Grantee shall have a perpetual right of access across the unimpeded traversable portions of the Property to enter to the Easement Area and shall provide at least seventy-two (72) hours' prior written notice to Grantor prior to entering the Property and Easement Area, except in case of emergency in which case Grantee will notify Grantor as soon as reasonably possible under the circumstances. Said Easement Area is legally described on **Exhibit "A"** and depicted on **Exhibit "B"**, both attached hereto and incorporated by reference. A legal description for Grantor's property within which the Easement Area is located ("**Grantor's Property**") is attached hereto as **Exhibit "C"**, and is incorporated herein by this reference.

1.1 Grantor specifically recognizes and agrees that Grantee is in no way responsible or liable whatsoever for the use, maintenance, operation, and/or repair of any stormwater and drainage facilities located within the Easement area and/or Grantor's Property, and Grantor specifically releases and holds the Grantee harmless from any past or future responsibility and/or liability arising from and/or related to any stormwater and drainage facilities located within the Easement area and/or Grantor's Property, except to the degree caused by Grantee's intentional or negligent conduct. Grantee agrees to indemnify defend and hold harmless Grantor and any occupant of the Property ("**Occupant**") from and against all claims, liability, demands, or damages incurred by Grantor as a result of the negligence or intentional acts of Grantee or its employees, agents, contractors, and/or assigns in the exercise of the rights herein granted herein, or in accessing the Property or any failure by Grantee or its employees, agents, contractors, and/or assigns to perform any covenant, agreement or condition to be performed by it under this Agreement, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor. Grantor further recognizes and agrees that Grantor shall be solely responsible and liable for any use, maintenance, operation and/or repair of any stormwater and drainage facilities located within Grantor's Property, and that any stormwater and drainage facilities located within Grantor's Property do not become the property or responsibility of Grantee by virtue of this Easement.

2. Additional Terms. Grantor shall have full use of the surface of the real property within the Easement area, so long as such use does not interfere with Grantee's use of the Easement Area and Grantee acknowledges and agrees that the existing improvements are expressly permitted and do not interfere with Grantee's use of the Easement Area. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has fee title to Grantor's Property and warrants Grantee access to the Easement area subject to the terms and Conditions herein. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto. This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action relating to this Easement shall be in Skagit County Superior Court, State of Washington. Upon full execution and acknowledgement, this Agreement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

2.1 During any entry by Grantee or its employees, agents, contractors, and/or assigns onto the Easement Area or the Property, the entering party shall either participate in the Washington Counties Risk Pool or carry all of the types of insurance coverage and limits described in *Exhibit "D"* attached hereto. Prior to such entry, Grantee must provide Grantor additional insured endorsements and evidence of the coverages provided by the Washington Counties Risk Pool or described on *Exhibit "D"*, with certificates of insurance that show Grantor (and Occupant upon Occupant providing Grantee relevant information) as an additional insured as follows (or as otherwise instructed in writing by Grantor):

ALM Burlington, LLC c/o USAA Real Estate Company, LLC
9830 Colonnade Boulevard, Suite 600
San Antonio, TX 78230

All certificates of insurance required in this Agreement must provide a minimum of thirty (30) days' notice of cancellation to all certificate holders and additional insureds.

2.2 All access to the Property and work performed by Grantee within the Easement Area shall be performed in a manner reasonably designed to minimally impact the Property and use of the Property and Easement Area by Grantor and any Occupant. Grantee shall at its sole cost and expense and promptly after completion of any of its work, restore the surface and subsurface of the Easement Area as may have been disturbed by Grantee's activities in substantially the same condition that existed prior to such activities, and repair all improvements and replace sod which may have been damaged by work within the Easement Area or which is a direct result of the exercise of the rights herein granted.

2.3 All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized courier, (iii) sent by registered or certified mail, return receipt requested, prepaid postage, or (iv) by electronic mail to email address set forth below with a courtesy copy sent the same day by one of methods (i) through (iii). The parties hereby designate the following individuals to receive notice:

If to Grantor:

ALM Burlington LLC c/o USAA Real Estate Company, LLC
9830 Colonnade Blvd., Suite 600
San Antonio, Texas 78230
Attn: Lange Allen

With copy to:

ALM Burlington, LLC c/o USAA Real Estate Company, LLC
9830 Colonnade Blvd., Suite 600

San Antonio, Texas 78230
Attn: General Counsel

and

notice@usrealco.com

If to Grantee:

Skagit County Planning & Development Services Department
1800 Continental Place
Mount Vernon WA 98273
Attn: Stormwater

and

pdsstormwater@co.skagit.wa.us

GRANTOR:

ALM Burlington, LLC, a Delaware limited liability company

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

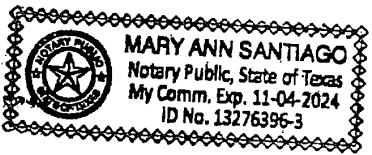
DATED this 16 day of August, 2022.

By: *Bruce C. Petersen*
Print name: **Bruce C. Petersen**
Executive Managing Director

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Personally appeared before me, Mary Ann Santiago, Notary Public, Bruce C. Petersen, 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 16 day of August, 2022.



Mary Ann Santiago
Notary Public

My Commission Expires: 11-4-24

GRANTEE:

DATED this 1 day of December, 2022.

Authorization per Resolution R20160001:

Susha Logne

County Administrator

Recommended:

Hal H. Hunt

Department Head

Approved as to forms:

[Signature]
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Susha Logne
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Trisha Logue is the person who appeared before me, and said person acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was authorized execute the instrument and acknowledged it as Administrator of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 1 day of December, 2022.



Katie Williams
Notary Public
Print name: Katie Williams
Residing at: Skagit County
My appointment expires: 11-29-2023

EXHIBIT "A"
LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

[see attached]

EXHIBIT A**STORM FACILITY EASEMENT LEGAL DESCRIPTION**

A 10.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. PL20-0036, FILED UNDER SKAGIT COUNTY RECORDING NUMBER 202104300167 (ALSO KNOWN AS LOTS 2F, 2G AND 2H OF BAY RIDGE BUSINESS PARK BINDING SITE PLAN NUMBER PL-03-0706, FILED UNDER SKAGIT COUNTY RECORDING NUMBER 200407090108), SAID 10.00 FOOT WIDE STRIP LYING 5.00 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 WEST MARGIN OF BAY RIDGE DRIVE, FOR 52.00 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 72°45'33" WEST, 53.98 FEET;
THENCE SOUTH 66°20'17" WEST, 68.56 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 10.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF SAID PARCEL A, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2G;
THENCE SOUTH 89°49'08" EAST, 60.00 FEET TO THE EAST MARGIN OF SAID BAY RIDGE DRIVE;
THENCE SOUTH 00°10'52" WEST, ALONG THE EAST MARGIN OF SAID BAY RIDGE DRIVE, FOR 40.39 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 61°32'12" EAST, 31.31 FEET;
THENCE NORTH 00°10'26" EAST, 152.31 FEET;
THENCE NORTH 05°44'55" EAST, 176.33 FEET;
THENCE SOUTH 89°47'38" EAST, 174.56 FEET;
THENCE SOUTH 89°48'59" EAST, 199.54 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 10.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF SAID PARCEL A, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2G;
THENCE SOUTH 89°49'08" EAST, 60.00 FEET TO THE EAST MARGIN OF SAID BAY RIDGE DRIVE;
THENCE SOUTH 00°10'52" WEST, ALONG THE EAST MARGIN OF SAID BAY RIDGE DRIVE, FOR 317.48 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 89°42'17" EAST, 7.26 FEET;
THENCE SOUTH 89°59'28" EAST, 57.52 FEET;
THENCE SOUTH 13°58'53" WEST, 51.79 FEET;
THENCE NORTH 13°58'53" EAST, 51.79 FEET;
THENCE NORTH 00°07'59" EAST, 126.23 FEET;
THENCE NORTH 89°10'19" WEST, 58.19 FEET;
THENCE SOUTH 89°10'19" EAST, 58.19 FEET;
THENCE NORTH 00°12'37" EAST, 115.43 FEET;
THENCE NORTH 00°11'41" EAST, 99.39 FEET;
THENCE NORTH 22°09'51" EAST, 199.38 FEET;
THENCE NORTH 80°21'41" EAST, 79.42 FEET;
THENCE SOUTH 89°48'47" EAST, 104.81 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 10.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF SAID PARCEL A, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

20993 -- DERMODY PROPERTIES
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MAY 4, 2022

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2H;
THENCE NORTH 88°18'19" WEST, ALONG THE NORTH LINE OF SAID LOT 2H, FOR 37.33 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 00°14'02" EAST, 34.44 FEET;
THENCE SOUTH 00°14'02" WEST, 34.44 FEET;
THENCE CONTINUING SOUTH 00°14'02" WEST, 58.40 FEET;
THENCE SOUTH 00°08'50" WEST, 150.21 FEET;
THENCE SOUTH 00°11'13" WEST, 164.97 FEET;
THENCE SOUTH 00°09'17" WEST, 1.20 FEET TO A POINT HEREINAFTER REFERRED TO AS '**POINT A**';
THENCE CONTINUING SOUTH 00°09'17" WEST, 27.00 FEET;
THENCE CONTINUING SOUTH 00°09'17" WEST, 108.72 FEET;
THENCE SOUTH 23°10'32" WEST, 102.55 FEET;
THENCE SOUTH 31°11'23" WEST, 13.93 FEET TO THE EXTERIOR LIMITS OF AN INGRESS, EGRESS & UTILITY EASEMENT FILED UNDER SKAGIT COUNTY RECORDING NUMBER 201802280143;
THENCE NORTH 31°11'23" EAST, 13.93 FEET;
THENCE NORTH 60°43'38" WEST, 99.63 FEET;
THENCE NORTH 56°30'21" WEST, 104.05 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 19.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF SAID PARCEL A, LYING 9.50 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID 'POINT A';
THENCE SOUTH 00°09'17" WEST, 27.00 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH THAT PORTION OF SAID PARCEL A MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 2G;
THENCE NORTH 60°54'35" WEST, ALONG THE EXTERIOR LIMITS OF SAID PARCEL 2G FOR 503.32 FEET;
THENCE NORTH 00°10'52" EAST, 65.14 FEET;
THENCE SOUTH 89°49'00" EAST, 452.87 FEET;
THENCE NORTH 00°03'59" WEST, 5.02 FEET;
THENCE SOUTH 89°52'23" EAST, 7.55 FEET TO A POINT HEREINAFTER REFERRED TO AS '**POINT B**';
THENCE CONTINUING SOUTH 89°52'23" EAST, 5.01 FEET;
THENCE SOUTH 00°07'37" WEST, 0.43 FEET;
THENCE NORTH 90°00'00" EAST, 14.45 FEET;
THENCE SOUTH 00°10'52" WEST, 34.65 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 58.50 FEET;
THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°09'34", FOR 56.32 FEET;
THENCE SOUTH 62°29'03" EAST, 1.52 FEET;
THENCE SOUTH 58°35'37" EAST, 13.74 FEET TO A POINT HEREINAFTER REFERRED TO AS '**POINT C**';
THENCE SOUTH 64°30'34" EAST, 11.16 FEET;
THENCE SOUTH 60°54'36" EAST, 39.45 FEET TO THE EXTERIOR LIMITS OF SAID LOT 2G;
THENCE SOUTH 29°05'24" WEST, ALONG THE EXTERIOR LIMITS OF SAID LOT 2G, FOR 207.51 FEET;
THENCE SOUTH 51°59'17" WEST, 27.68 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH A 10.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF SAID PARCEL A, LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID 'POINT B';
THENCE NORTH 00°07'52" EAST, 5.01 FEET;
THENCE NORTH 89°52'40" WEST, 227.99 FEET;
THENCE NORTH 82°29'08" WEST, 273.48 FEET;
THENCE SOUTH 82°29'08" EAST, 273.48 FEET;
THENCE SOUTH 89°52'40" EAST, 227.99 FEET;
THENCE NORTH 00°07'52" EAST, 185.03 FEET;

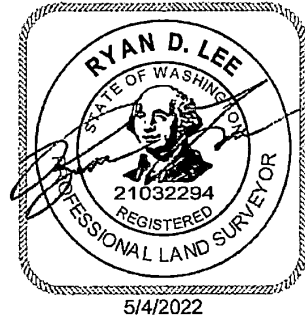
20993 – DERMODY PROPERTIES
20993L.006 – RDL
MAY 4, 2022

THENCE NORTH 86°56'33" EAST, 55.12 FEET;
 THENCE SOUTH 86°56'33" WEST, 55.12 FEET;
 THENCE NORTH 89°58'19" WEST, 227.91 FEET;
 THENCE NORTH 00°11'11" EAST, 190.58 FEET TO THE **TERMINUS** OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH THAT PORTION OF SAID PARCEL A MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID 'POINT C':

THENCE SOUTH 53°08'42" WEST, 14.59 FEET;
 THENCE NORTH 59°43'01" WEST, 29.39 FEET;
 THENCE NORTH 30°16'59" EAST, 10.00 FEET;
 THENCE SOUTH 59°43'01" EAST, 33.76 FEET;
 THENCE NORTH 53°52'20" EAST, 28.60 FEET TO A POINT HEREINAFTER REFERRED TO AS 'POINT D';
 THENCE SOUTH 60°54'36" EAST, 463.99 FEET;
 THENCE SOUTH 21°33'43" EAST, 42.17 FEET;
 THENCE NORTH 71°21'07" EAST, 126.03 FEET;
 THENCE NORTH 26°28'49" EAST, 52.01 FEET TO THE EXTERIOR LIMITS OF AN INGRESS, EGRESS & UTILITY EASEMENT FILED UNDER SKAGIT COUNTY RECORDING NUMBER 201802280143;
 THENCE SOUTH 61°39'03" EAST, ALONG THE EXTERIOR LIMITS OF SAID EASEMENT, FOR 10.01 FEET;
 THENCE SOUTH 26°28'49" WEST, 55.82 FEET;
 THENCE SOUTH 71°21'07" WEST, 139.67 FEET;
 THENCE NORTH 52°57'15" WEST, 23.82 FEET;
 THENCE NORTH 62°16'00" WEST, 19.00 FEET;
 THENCE NORTH 27°44'00" EAST, 27.65 FEET;
 THENCE NORTH 60°54'36" WEST, 375.21 FEET;
 THENCE SOUTH 29°56'43" WEST, 17.63 FEET;
 THENCE SOUTH 60°30'40" EAST, 121.20 FEET;
 THENCE SOUTH 60°53'49" EAST, 148.08 FEET;
 THENCE SOUTH 29°06'11" WEST, 10.00 FEET;
 THENCE NORTH 60°53'49" WEST, 148.11 FEET;
 THENCE NORTH 60°30'40" WEST, 137.92 FEET;
 THENCE NORTH 59°43'01" WEST, 67.80 FEET;
 THENCE SOUTH 53°52'20" WEST, 13.66 FEET;
 THENCE NORTH 64°30'34" WEST, 11.16 FEET TO THE **POINT OF BEGINNING**.



EXCEPT THAT PORTION OF SAID PARCEL A MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID 'POINT D':

THENCE SOUTH 03°31'08" EAST, 11.87 FEET TO THE **POINT OF BEGINNING**;
 THENCE SOUTH 60°54'36" EAST, 49.79 FEET;
 THENCE SOUTH 30°03'32" WEST, 17.38 FEET;
 THENCE NORTH 59°43'01" WEST, 56.99 FEET;
 THENCE NORTH 53°52'20" EAST, 17.84 FEET TO THE **POINT OF BEGINNING**.

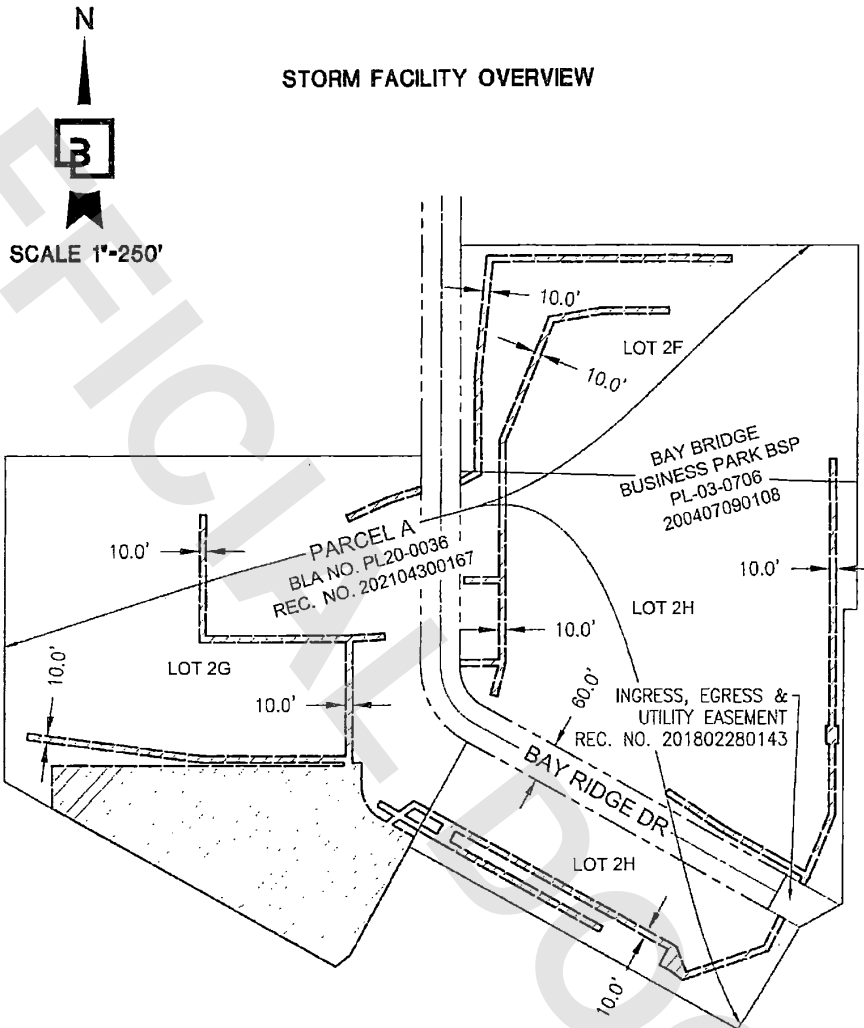
THE SIDELINES OF EACH ABOVE DESCRIBED STRIPS OF LAND SHALL BE LENGTHENED OR SHORTENED AT ALL ANGLE POINTS AND LINES PERPENDICULAR TO ALL DESCRIBED TERMINI AND TO TERMINATE UPON THE RIGHT OF WAY FOR SAID BAY RIDGE ROAD OR THE EXTERIOR LIMITS OF AN INGRESS, EGRESS & UTILITY EASEMENT FILED UNDER SKAGIT COUNTY RECORDING NUMBER 201802280143 WHERE APPLICABLE.

EXHIBIT "B"
DEPICTION OF ACCESS EASEMENT AREA


[see attached]

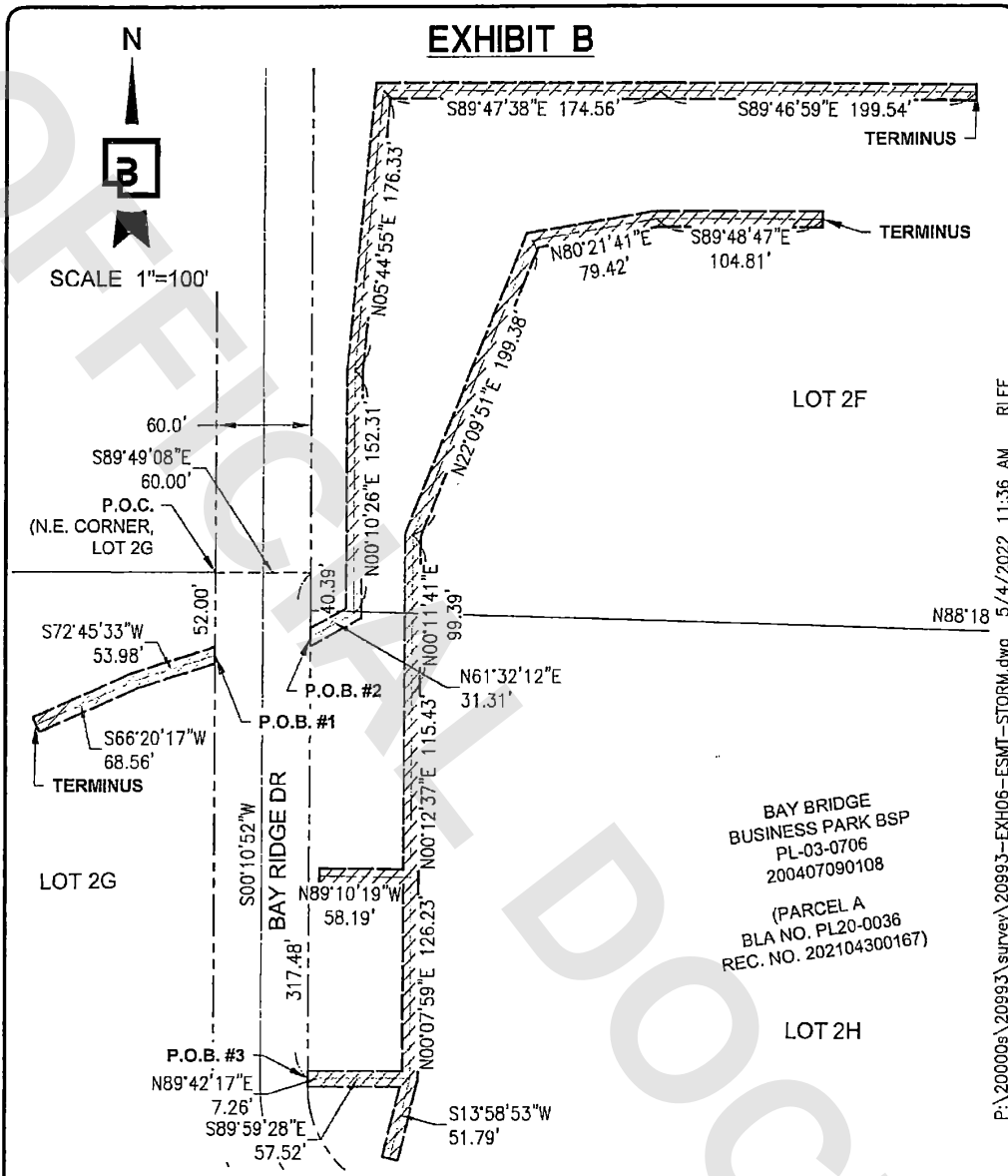
EXHIBIT B

STORM FACILITY OVERVIEW



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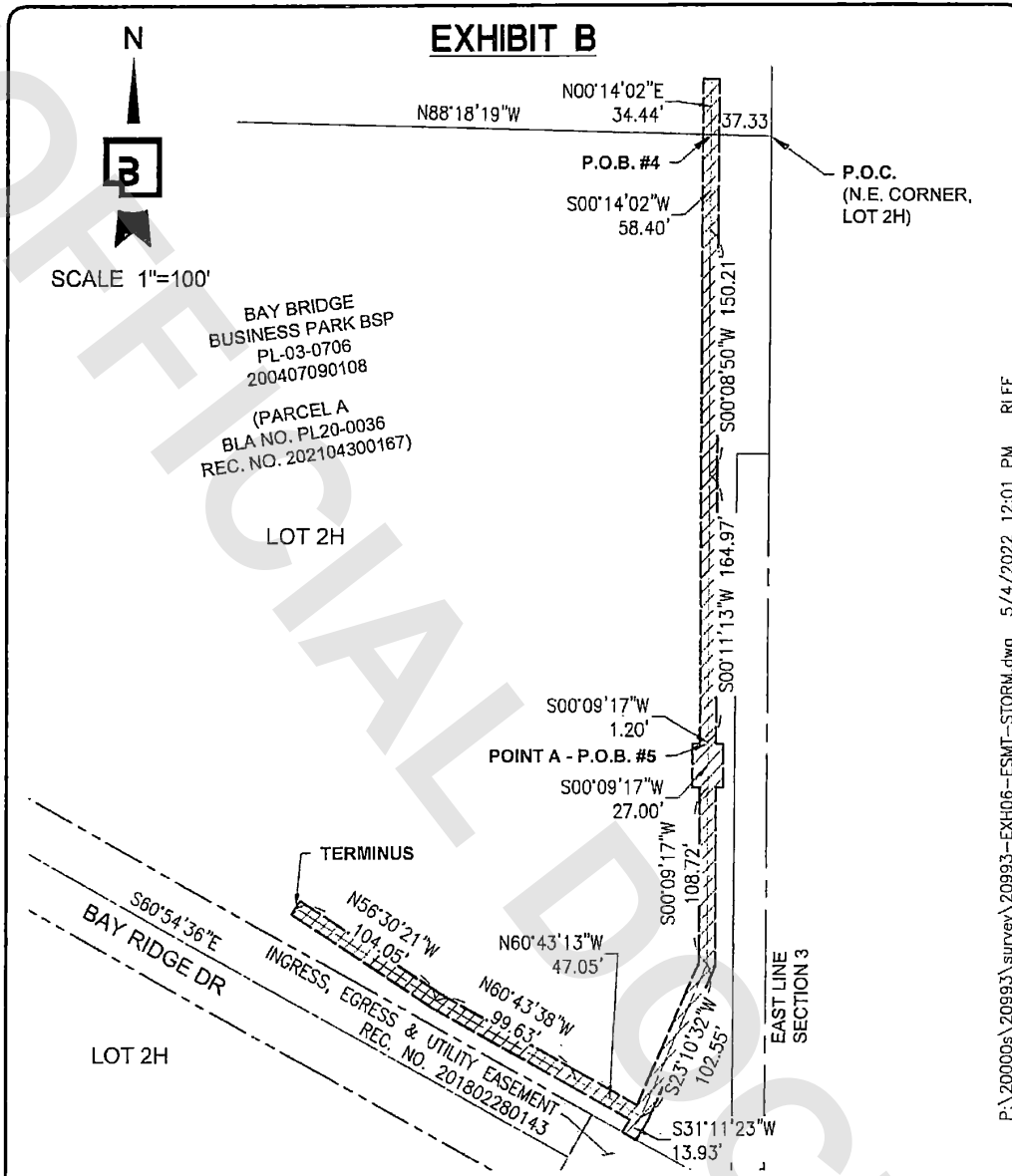
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 Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com		Title: STORM FACILITY EASEMENT	20993L.006.DOC SHEET 1 of 5
		DRAWN <u> RDL </u> CHECKED <u> RDL </u> APPROVED <u> RDL </u> DATE <u>5/4/2022</u>	



BAY BRIDGE
 BUSINESS PARK BSP
 PL-03-0706
 200407090108
 (PARCEL A
 BLA NO. PL20-0036
 REC. NO. 202104300167)

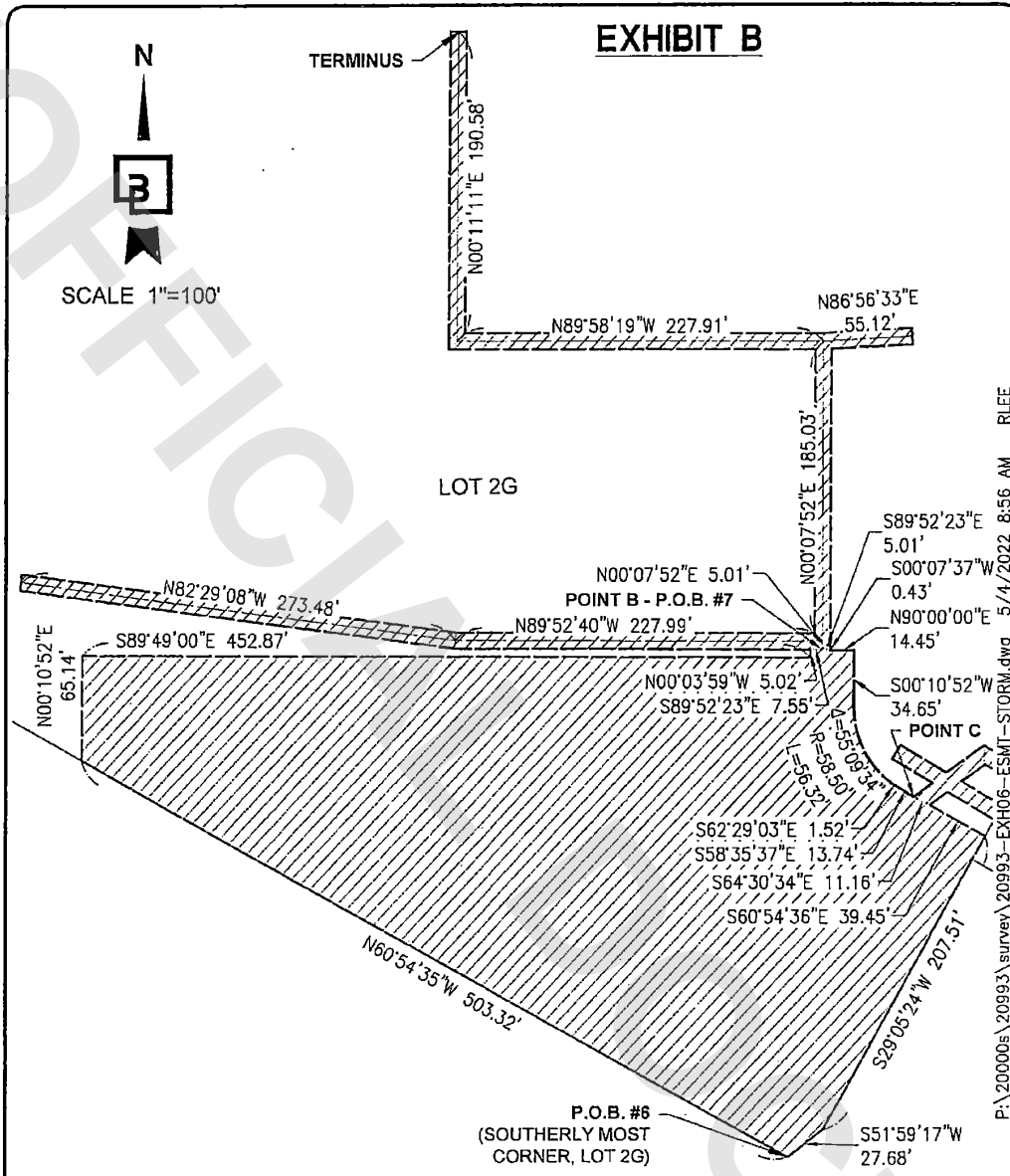
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		Title: STORM FACILITY EASEMENT	20993L.006.DOC SHEET 2 of 5
		DRAWN <u> RDL </u> CHECKED <u> RDL </u> APPROVED <u> RDL </u> DATE <u> 5/4/2022 </u>	



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SCALE: HORIZONTAL 1"=100' VERTICAL N/A	For: DERMODY PROPERTIES	JOB NUMBER 20993
	Title: STORM FACILITY EASEMENT	20993L.006.DOC SHEET 3 of 5
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com		DRAWN <u> </u> RDL <u> </u> CHECKED <u> </u> RDL <u> </u> APPROVED <u> </u> RDL <u> </u> DATE 5/4/2022



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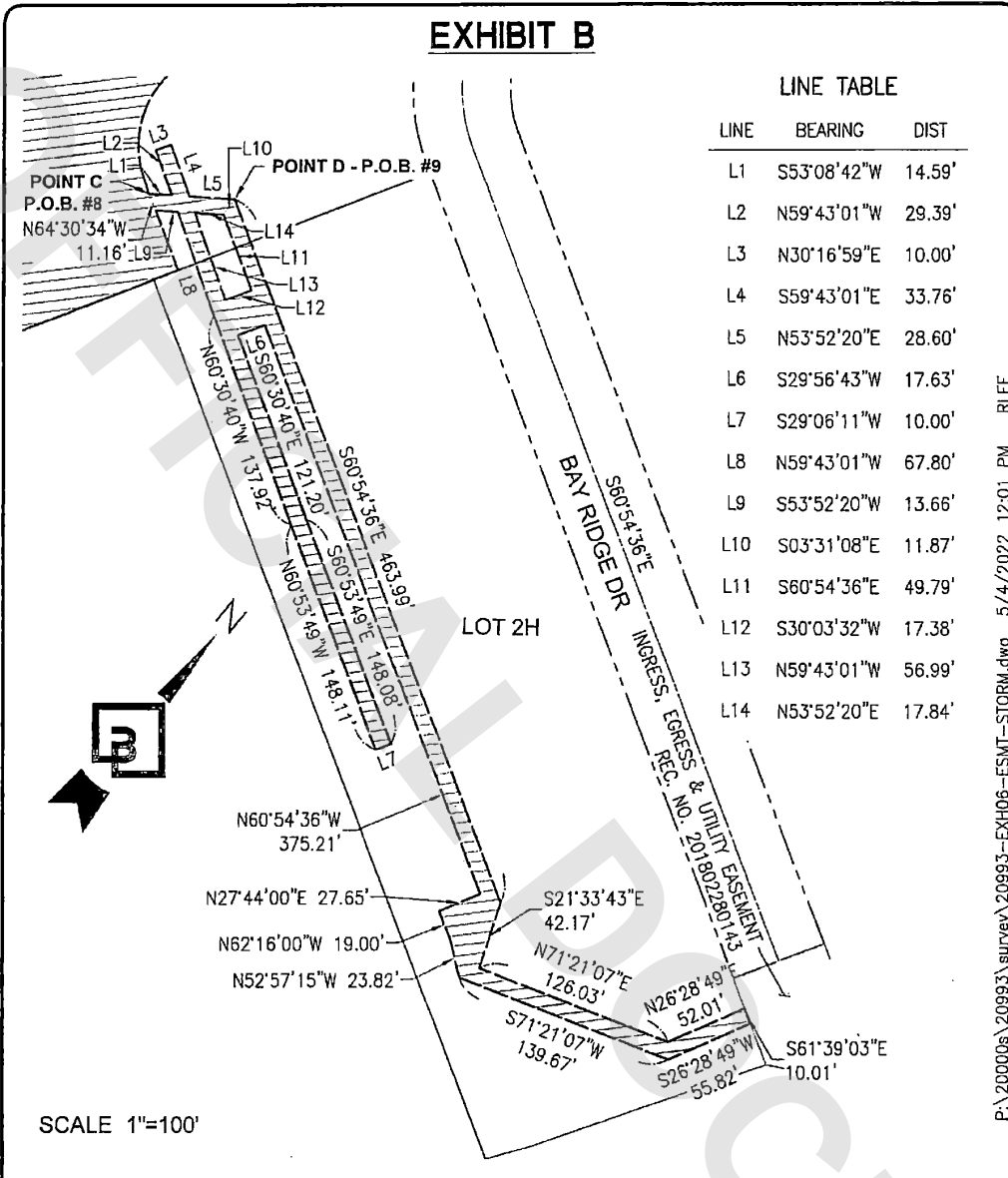
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	Title: STORM FACILITY EASEMENT	SHEET 4 of 5
 Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com	DRAWN <u> </u> RDL <u> </u> CHECKED <u> </u> RDL <u> </u> APPROVED <u> </u> RDL <u> </u> DATE 5/4/2022	20993L.006.DOC

EXHIBIT B



LINE TABLE		
LINE	BEARING	DIST
L1	S53°08'42"W	14.59'
L2	N59°43'01"W	29.39'
L3	N30°16'59"E	10.00'
L4	S59°43'01"E	33.76'
L5	N53°52'20"E	28.60'
L6	S29°56'43"W	17.63'
L7	S29°06'11"W	10.00'
L8	N59°43'01"W	67.80'
L9	S53°52'20"W	13.66'
L10	S03°31'08"E	11.87'
L11	S60°54'36"E	49.79'
L12	S30°03'32"W	17.38'
L13	N59°43'01"W	56.99'
L14	N53°52'20"E	17.84'

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SCALE 1"=100'


SCALE: HORIZONTAL 1"=100' VERTICAL N/A	For: DERMODY PROPERTIES	JOB NUMBER 20993
	Title: STORM FACILITY EASEMENT	SHEET 5 of 5
 Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, W 98032 425.251.6222 barghausen.com	DRAWN <u>RDL</u> CHECKED <u>RDL</u> APPROVED <u>RDL</u> DATE <u>5/4/2022</u>	20993L.006.DOC

EXHIBIT "C"
LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY

PARCEL A:

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°13'46" 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 AND 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 "D"
INSURANCE REQUIREMENTS

1.1 Commercial General Liability

1. Limits of Liability Per Project: \$1,000,000 Per Occurrence / \$2,000,000 Aggregate
2. ISO Form CG 00 01 04 13 unendorsed or equivalent
3. Grantor as Additional Insured – Form ISO CG 20 10 10 01 or equivalent
4. Grantor as Additional Insured Completed Operations –Form CG 20 37 10 01 or equivalent
5. Carrier must have a minimum AM Best rating of A- VII
6. Coverage must be primary and non-contributory to Grantor's as required by contract
7. Named insured cross liability and severability of interest
8. Contractual liability coverage must be included
9. Waiver of Subrogation in favor of Grantor
10. No exclusions for explosion, collapse or underground
11. For multifamily locations, no exclusion or limitation for multifamily work, unless approved by Grantor
13. 30-Day advance written notice to the Grantor in the event of cancellation

1.2 Commercial Auto Policy

1. Limits of Liability: Combined Single Limit of \$1,000,000 per Occurrence
2. Carrier must have a minimum AM Best rating of A- VII
3. Coverage for any Owned, Hired, Non-Owned and Leased Vehicles
4. Grantor to be named as additional insured
5. Waiver of Subrogation in favor of Grantor
6. Coverage must be primary and non-contributory to Grantor's
7. 30-Day advance written notice to the Grantor in the event of cancellation

1.3 Umbrella Liability

Such insurance shall provide coverage with limits of not less than outlined below, in excess of the underlying coverages listed in Sections 1.1 and 1.2 above and 1.4 (1.b.) below.

1. \$2,000,000 per Occurrence / \$2,000,000 Aggregate
2. Carrier must have a minimum AM Best rating of A- VII
3. Grantor to be named as additional insured or follow-form equivalent
4. Waiver of Subrogation in favor of Grantor
5. Coverage must be primary and non-contributory to Grantor's
6. 30-Day advance written notice to the Grantor in the event of cancellation

1.4 Workers' Compensation and Employer's Liability

1. Required for all services:
 - a. Coverage "A" - Statutory requirements in the State in which the Property is located, to include all areas involved in operations covered under this Easement; and
 - b. Coverage "B" - Employer's Liability, not less than \$1,000,000 limit
2. Carrier must have a minimum AM Best rating of A- VII
3. Waiver of Subrogation in favor of Grantor
4. 30-Day advance written notice to the Grantor in the event of cancellation