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Skagit County Auditor

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Kamille Oviatt</u> DATE <u>09/17/2025</u>
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Document Title:
STORMWATER UTILITY EASEMENT

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. ALM BURLINGTON, LLC

2.

Grantee(s):

☐ additional grantee names on page ____.

1. PORT OF SKAGIT COUNTY

2.

Abbreviated legal description:

☒ full legal on page(s) 8.

PARCEL "A" BLA NO. PL20-0036 A.F.N.202104300167
BAY RIDGE BUSINESS PARK, BSP PHASE 2 AFN 200407090108

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P122075

STORMWATER UTILITY EASEMENT

This **STORMWATER UTILITY EASEMENT** ("Easement") is made this 25 day of August, 2025, by **ALM BURLINGTON LLC**, a Delaware limited liability company ("Grantor"), and the **PORT OF SKAGIT COUNTY**, a Washington municipal corporation ("Grantee") (collectively referred to herein as the "Parties").

I. RECITALS

WHEREAS, Grantor is the owner of that real property commonly known as Skagit County Assessor's Parcel No. P122075 (the "Property"), described more thoroughly in **Exhibit A**, attached herewith;

WHEREAS, the Grantee desires an easement over the Property for stormwater conveyance to memorialize historic stormwater conveyance; and

WHEREAS, the Grantor desires to grant Grantee an easement over the Property for stormwater conveyance to memorialize historic stormwater conveyance.

NOW, THEREFORE, for and in consideration of mutual benefits, and in consideration of the covenants and conditions expressed herein, the Parties hereto agree to the Easement as follows:

1. **EASEMENT.** Grantor hereby grants and conveys to Grantee a nonexclusive easement across, under, and over that portion of the Property generally depicted on **Exhibit B** and legally described on **Exhibit C** hereto (the "Easement Area") for stormwater conveyance purposes (the "Utility"). Grantee shall be entitled to construct, improve, maintain, repair, and replace the Utility within the Easement Area.

1.1 **Repair of Property.** No later than fourteen (14) days after completion of any activity on the Property related to or arising out of Grantee's rights under the Easement, Grantee shall return the Property as close to its immediately preceding condition as reasonably practical at Grantee's sole cost and expense, including, but in no way limited to, restoring any grass, shrubs, and/or fencing disturbed by such activity.

2. **Access.** Notwithstanding anything to the contrary herein, any entry onto the Property will be subject to the prior written permission of the tenant under a valid lease agreement (the "Occupant") of the Property (any such permission, an "Entry Permission") which will not be unreasonably withheld, conditioned, or delayed. It will be reasonable for such Occupant to refuse to provide an Entry Permission if (a) a written request for permission to enter (an "Entry Notice") is not delivered to such Occupant at least 2 business days prior to the requested time of entry, (b) the reason for and scope of the activities to be undertaken pursuant to such entry is not described in reasonable detail in such Entry Notice so that the occupant can reasonably determine the magnitude of any attendant interruption of or interference with the use and operations conducted by the Occupant, any reasonably anticipated damage to the surface area of the Property, and the scope of any repair and restoration required as a result thereof, or (c) the Entry Notice is not accompanied by (i) a statement of the name, and the contractor's state license number, for all persons (excluding employees of such persons) who will be entering the Property in connection with the Entry Notice and (ii) a copy of each such person's certificate of insurance demonstrating general commercial liability insurance covering its presence and activities on the Property. In addition to the requirements of clauses (a) through (c) above, the

occupant of the Property may impose such commercially reasonable conditions and requirements on the entry onto the Property so as to minimize the disruption and interference with the Occupant's business and operations conducted on the Property and to protect the health, safety, and welfare of the Occupant, such Occupant's employees, guests, and invitees, as well as the public in general, including without limitation requiring work to be performed outside of such Occupant's peak traffic hours and requiring each person to comply with such Occupant's reasonable security and confidentiality measures; however, no such confidentiality measures shall obligate the Grantee to violate any applicable law including, but not limited to, the Washington Public Records Act, Chapter 42.56 RCW. If Occupant fails to respond to an Entry Notice within two (2) business days, the Occupant shall be deemed to have granted Entry Permission in response to the Entry Notice. Upon the granting of Entry Permission pursuant to an Entry Notice, the Occupant will have the right to have a representative present to observe all activities undertaken on the Property to assure that all requirements and conditions under the applicable Entry Permission are complied with; and if such representative reasonably determines that any such activities are not being conducted in such compliant manner, then such representative will have the right and power to require the cessation of the non-compliant activity unless and until such compliance is established and maintained. Notwithstanding the foregoing, in the event of an emergency which presents a risk of property damage or personal injury, Grantee shall be entitled to enter onto the Easement Area without providing Entry Notice or obtaining Entry Permission (an "Emergency Entry") in order to take any such action as reasonably required to mitigate the risk of property damage or personal injury (the "Emergency Response"). Grantee shall provide the Occupant and the Grantor notice of the Emergency Entry as soon as reasonably practicable, and upon conclusion of the Emergency Response shall cease further work in the Easement Area until such time as Grantee obtains Entry Permission from the Occupant. If there is no tenant in possession of the Property, Grantor will be responsible for providing Entry Permission as detailed above.

3. **BINDING EFFECT.** This Easement shall commence upon recordation with the Skagit County Auditor's Office (the "Commencement Date"). In all respects, the provisions of this Easement shall be perpetual in existence and duration and shall be construed and interpreted as covenants that run with and are appurtenant to the Property and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the Parties hereto.

4. **INDEMNITY.** To the maximum extent permitted by law, the Grantee agrees to indemnify and hold Grantor harmless against any liability incurred by Grantor to the extent caused by Grantee's negligence or the negligence of Grantee's employees, agents, or contractors. Notwithstanding the foregoing, nothing herein shall require grantee to indemnify or hold Grantor harmless from any liabilities to the extent such liabilities are caused by the negligence of the Grantor or its employees, agents, or contractors

5. **NO WAIVER.** Failure to enforce any provision of this Easement shall not operate as a waiver of any such provision.

6. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public.

6. **SEVERABILITY.** Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7. **GOVERNING LAW, JURISDICTION, VENUE AND ATTORNEY FEES.** The applicable law governing this Easement shall be the laws of the State of Washington. If, by reason of any default or breach by either Party in the performance of any of the provisions of this Easement, a legal action is instituted, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. Venue of any legal action brought under any dispute related to this Easement shall solely and exclusively be in the Superior Court for Skagit County, Washington. The Parties hereby expressly waive their rights to a trial by jury.

8. **AMENDMENTS.** Except as otherwise set forth herein, this Easement may not be modified, amended, or terminated except by the written agreement of all Parties.

9. **NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party or Occupant desires or is required to give to the other Party or Occupant shall be in writing addressed to the other Party or Occupant at the addresses as follows:

Grantee: Port of Skagit
Executive Director
15400 Airport Drive
Burlington, WA 98233

Grantor: ALM Burlington, LLC
c/o Affinius Capital
Attn: Asset Management
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230

Occupant: c/o Amazon.com, Inc.
Attn: Real Estate Manager (NA Ops: DSW3)
410 Terry Ave. N. Seattle, WA 98109-5210

c/o Amazon.com, Inc.
Attn: NAOPS Asset Management (DSW3)
410 Terry Ave. N. Seattle, WA 98109-5210

With email copies (Subject Line – RE: DSW3) to:

naops-propmgmt@amazon.com,
opsrelegalnotice@amazon.com, and
na-realestate@amazon.com
naops-rent@amazon.com

or such address as may have been specified by notifying the other Party or Occupant of the change of address. Notice shall be deemed served on the date of actual delivery if delivered by courier such as FedEx or UPS or as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

10. **COUNTERPARTS.** This Easement may be signed in counterparts. All counterparts will be construed together and evidence only one Easement.

11. **CAPTIONS.** The captions and headings provided for in this Easement are for reference purposes only and do not have any effect on the interpretation of this Easement.

12. **AUTHORITY TO SIGN.** The individuals signing this Easement hereby represent that each are authorized to execute this Easement on behalf of identified Parties.

13. **ENTIRE EASEMENT.** This Easement contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by any other as a basis for this Easement which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of an amendment to this Easement and executed by the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the day and year first above written.

GRANTOR:

ALM BURLINGTON LLC

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

By:

Name:

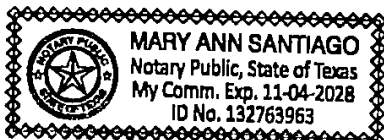
Title:

Lange W. Allen III
Senior Managing Director

STATE OF TEXAS)
)ss.
COUNTY OF BEXAR)

On this 25 day of August, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Lange W. Allen, III, to me known to be the ss. managing Dir. of LM Logistics REIT II, a Texas real estate investment trust, the sole member of **ALM BURLINGTON LLC**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she/he is authorized to execute said instrument on behalf of the company.

Witness my hand and official seal hereto affixed the day and year first above written.

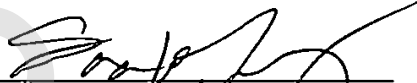


Mary Ann Santiago
Printed Name: Mary Ann Santiago
My commission expires: 11-4-28

[additional notary blocks on next page]

GRANTEE:

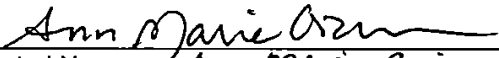
PORT OF SKAGIT


By: Sara K. Young
Its: Executive Director

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this 15 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sara K. Young, to me known to be the Executive Director of **PORT OF SKAGIT**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she/he is authorized to execute said instrument on behalf of the company.

Witness my hand and official seal hereto affixed the day and year first above written.


Printed Name: Ann Marie Grimm
Notary Public in and for the state of
Washington, residing at Bellingham
My commission expires: June 7, 2028

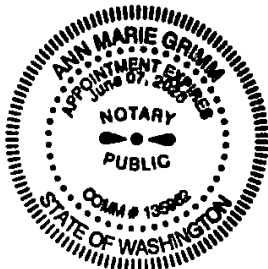


EXHIBIT A

UNOFFICIAL DOCUMENT

PARCEL A OF SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT NO. PL20-0036,
RECORDED UNDER AUDITOR'S FILE NO. 202104300157, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

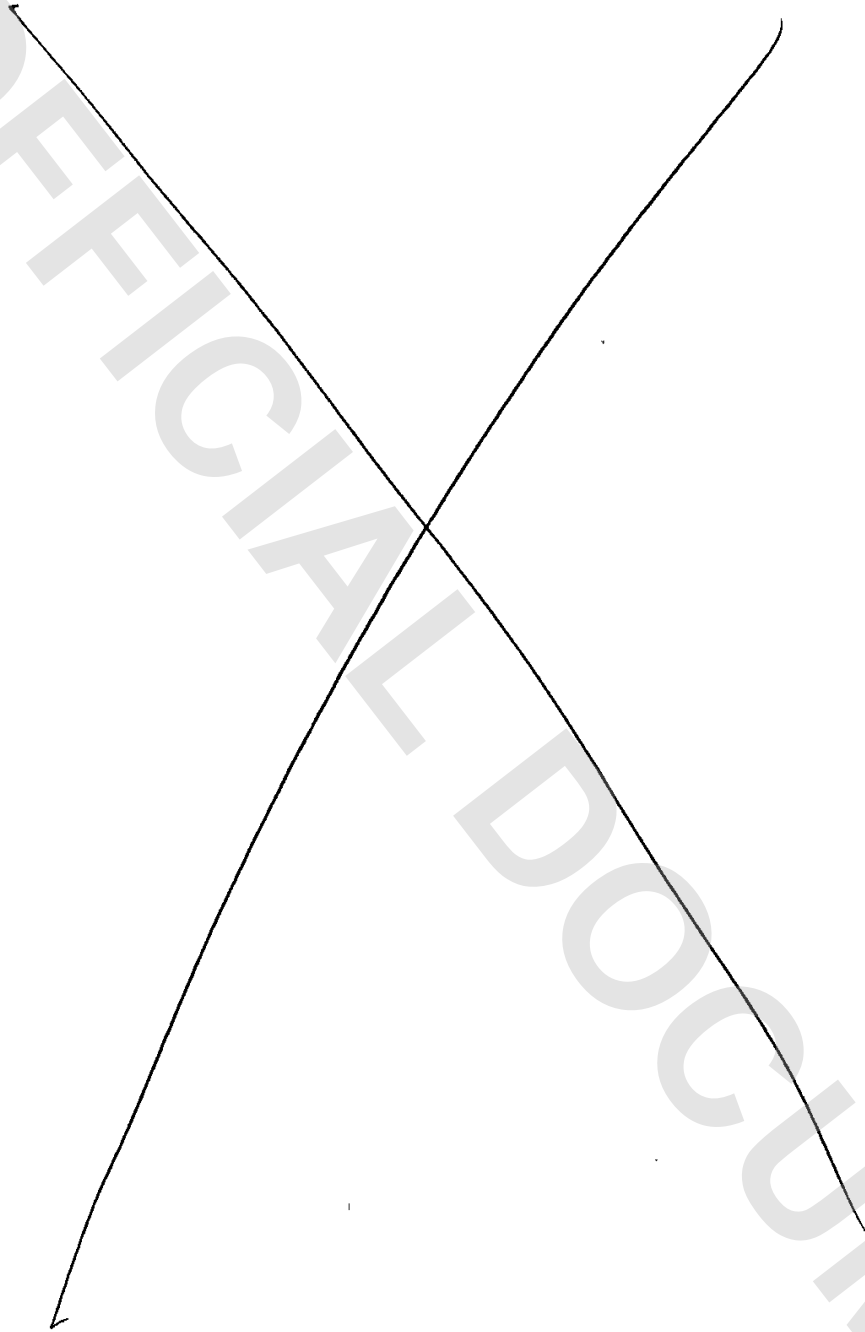
LOTS 2F, 2G AND A PORTION OF LOT 2H, BAY RIDGE BUSINESS PARK BINDING SITE
PLAN, BSP NO. PL-03-0706, APPROVED JUNE 8, 2004 AND RECORDED JULY 9, 2004,
UNDER AUDITOR'S FILE NO. 200407090108, RECORDS OF SKAGIT COUNTY,
WASHINGTON, LYING IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 34 NORTH, 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 $00^{\circ}17'37''$ WEST, ALONG SAID EAST LINE A DISTANCE OF 557.87 FEET;
THENCE NORTH $89^{\circ}42'23''$ WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH $00^{\circ}17'37''$ WEST, A DISTANCE OF 451.40 FEET;
THENCE SOUTH $61^{\circ}13'46''$ WEST, A DISTANCE OF 75.31 FEET;
THENCE SOUTH $30^{\circ}57'26''$ WEST, A DISTANCE OF 153.45 FEET;
THENCE SOUTH $34^{\circ}50'31''$ WEST, A DISTANCE OF 30.14 FEET;
THENCE NORTH $60^{\circ}54'36''$ WEST, A DISTANCE OF 579.99 FEET;
THENCE SOUTH $29^{\circ}05'24''$ WEST, A DISTANCE OF 191.15 FEET;
THENCE SOUTH $51^{\circ}59'17''$ WEST, A DISTANCE OF 27.68 FEET;
THENCE NORTH $60^{\circ}54'35''$ WEST, A DISTANCE OF 588.47 FEET TO THE WEST LINE OF
SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE NORTH $00^{\circ}12'19''$ EAST, ALONG SAID WEST LINE A DISTANCE OF 498.98 FEET;
THENCE SOUTH $89^{\circ}49'08''$ EAST, A DISTANCE OF 646.19 FEET TO THE WESTERLY
MARGIN OF BAY RIDGE DRIVE;
THENCE SOUTH $00^{\circ}10'52''$ 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 $61^{\circ}05'28''$;
THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 138.61 FEET;
THENCE SOUTH $60^{\circ}54'36''$ EAST, A DISTANCE OF 536.00 FEET TO AN ANGLE POINT OF
SAID BAY RIDGE DRIVE MARGIN;
THENCE NORTH $29^{\circ}05'24''$ EAST, ALONG SAID MARGIN A DISTANCE OF 60.00 FEET TO
THE NORTHERLY MARGIN OF BAY RIDGE DRIVE;
THENCE NORTH $60^{\circ}54'36''$ 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 $61^{\circ}05'28''$;
THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 74.64 FEET;
THENCE NORTH $00^{\circ}10'52''$ EAST, A DISTANCE OF 645.21 FEET TO THE NORTHWEST
CORNER OF SAID LOT 2F;
THENCE SOUTH $89^{\circ}49'08''$ 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.

UNOFFICIAL DOCUMENT

EXHIBIT B



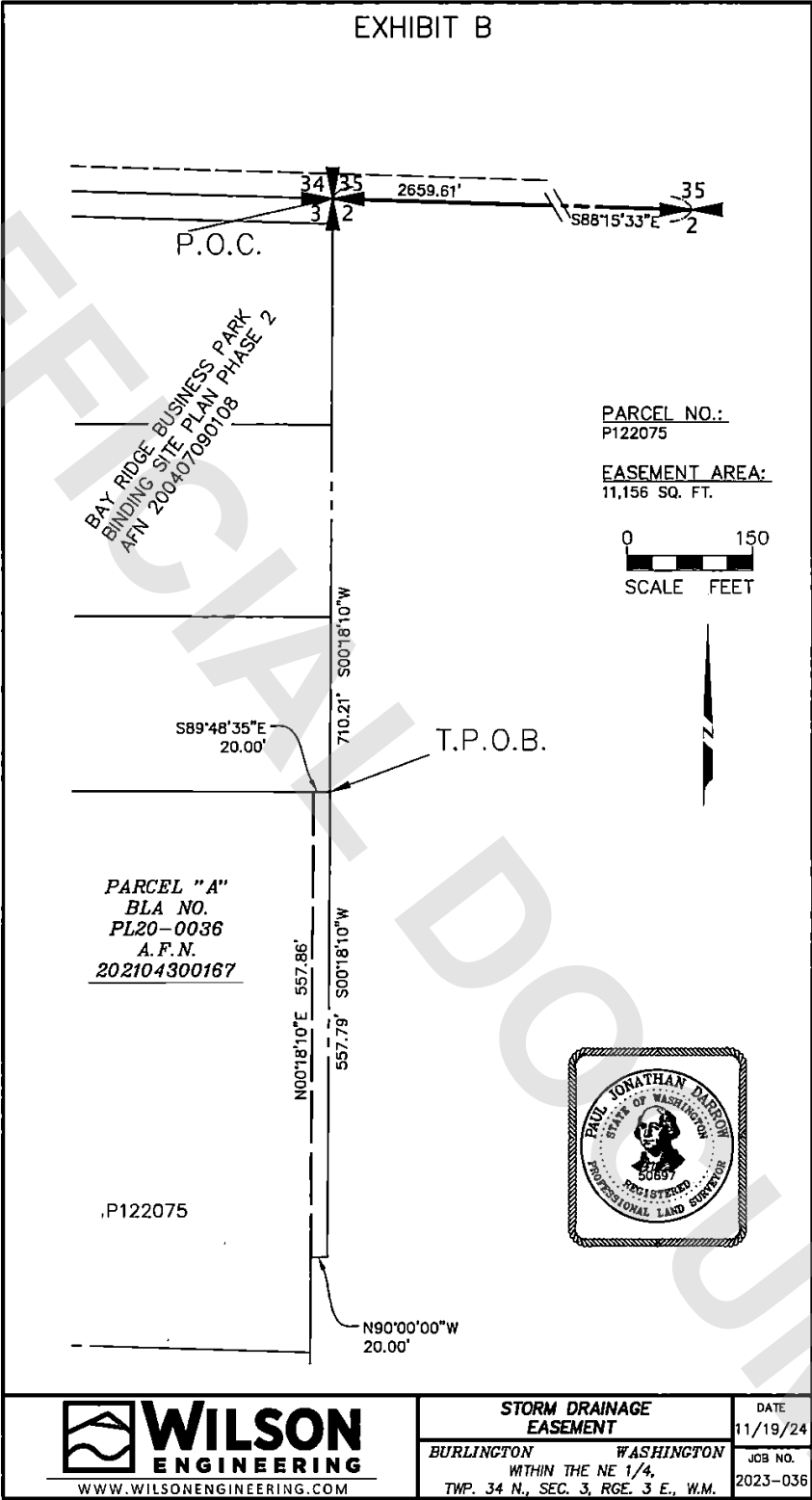


EXHIBIT C

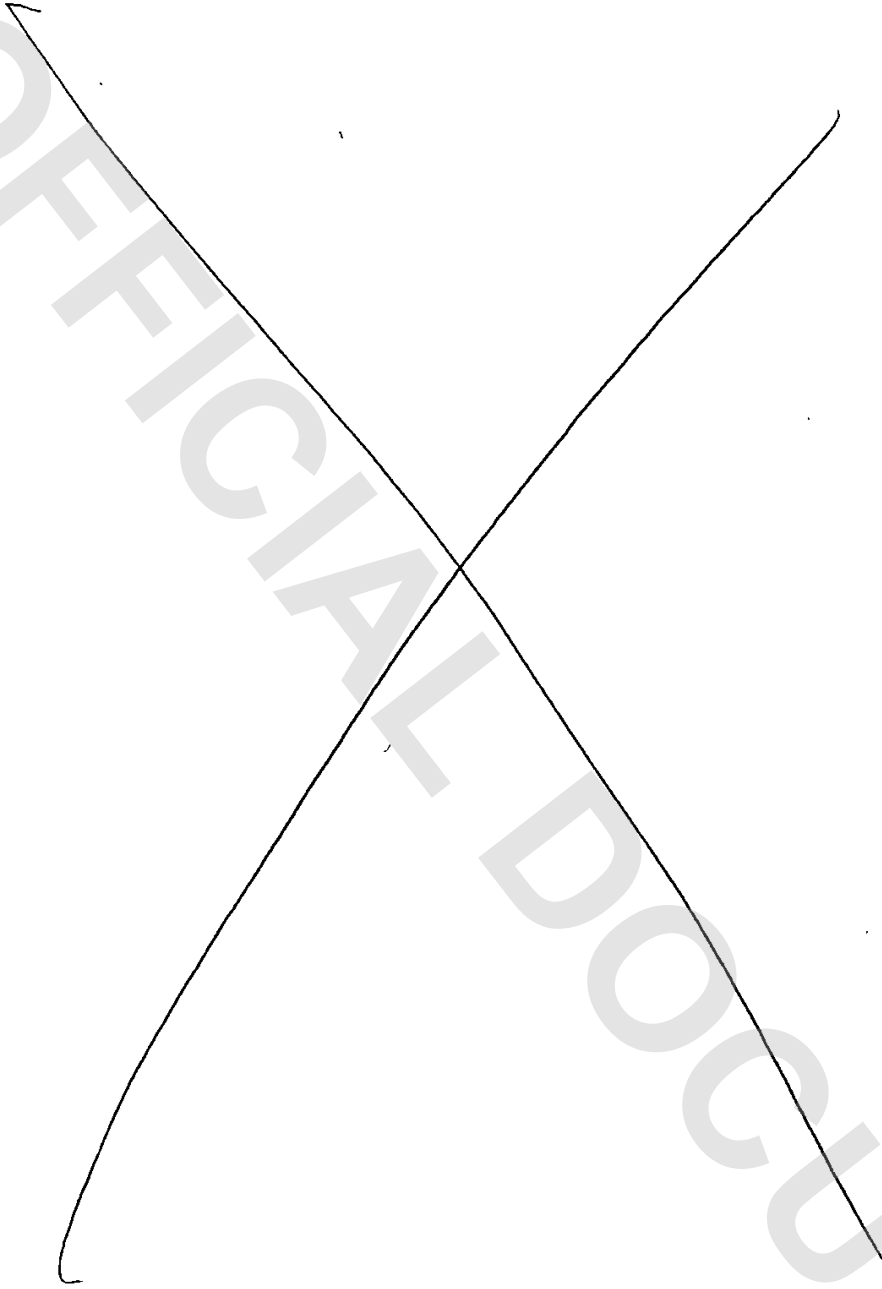


EXHIBIT C**AFFECTING ASSESSOR'S PARCEL NO. P122075**

A 20-FOOT-WIDE EASEMENT FOR STORMWATER DRAINAGE OVER AND ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, SAID CORNER BEING MARKED BY A CASED BRASS DOME MONUMENT, FROM WHICH THE NORTH QUARTER OF SECTION 2 SAID TOWNSHIP, RANGE, AND MERIDIAN BEARS SOUTH 88°15'33" EAST, 2,659.61 FEET;

THENCE SOUTH 00°18'10" WEST ALONG THE EAST BOUNDARY OF SAID SECTION AND THE EAST BOUNDARY OF BAY RIDGE BUSINESS PARK BINDING SITE PLAN AS PER THE MAP THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200407090108, 710.21 FEET TO THE NORTHEAST CORNER OF PARCEL "A" AS PER SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT PL20-0036 RECORDED UNDER AUDITOR'S FILE NUMBER 202104300167 ON APRIL 30, 2021 AND THE **TRUE POINT OF BEGINNING** OF THE DRAINAGE EASEMENT DESCRIBED HEREIN;

THENCE SOUTH 00°18'10" WEST CONTINUING ALONG SAID PARCEL "A" AND SECTION BOUNDARY, 557.79 FEET TO THE MOST SOUTHERLY AND EASTERLY CORNER OF SAID PARCEL "A";

THENCE NORTH 90°00'00" WEST ALONG THE BOUNDARY OF PARCEL "A", 20.00 FEET;

THENCE NORTH 00°18'10" EAST ALONG AN OFFSET LINE 20.00 FEET DISTANT FROM AND PARALLEL WITH SAID EAST BOUNDARY, 557.86 FEET TO THE NORTH BOUNDARY OF SAID PARCEL "A";

THENCE SOUTH 89°48'35" EAST ALONG SAID NORTH BOUNDARY, 20.00 FEET TO THE **TRUE POINT OF BEGINNING** AND THE **TERMINUS** OF THE EASEMENT DESCRIBED HEREIN;

CONTAINS 11,156 SQUARE FEET MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.