

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

City of Burlington  
City Attorney's Office  
833 South Spruce Street  
Burlington, WA 98233

QNTS1K3HWA

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 01/15/2026

### CONSTRUCTION EASEMENT & RELEASE OF LIABILITY

Grantor (s) TF Burlington WA LLC, a Delaware limited liability company

Grantee (s) CITY OF BURLINGTON, a Washington municipal corporation.

Abbreviated Legal: A portion of lot 4 of short plat BU3-88 within the northwest quarter of the northwest quarter, section 8, township 34 north, range 4 EAST, W.M.

Assessor's Tax Parcel No's: 105310

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between TF Burlington WA LLC, a Delaware limited liability company (hereinafter "GRANTOR"), and the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter, "GRANTEE").

The GRANTOR, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by GRANTOR and GRANTEE, hereby temporarily grants to the GRANTEE, the right, privilege, and non-exclusive easement over, upon, and across the hereinafter described lands for the purpose of installation of arterial roadway system, sidewalk, and related infrastructure, along with remediation of GRANTOR'S parking lot, in accordance with the attached plans and specifications entitled "City of Burlington East-West Connector," sheets K-EC and K-RU attached as Exhibit A ("Grantor's Parking Lot Work").

The easement area shall be on the land described in Exhibit B and depicted on Exhibit C and only those portions of the land reasonably required to perform Grantor's Parking Lot Work and in areas consented to by GRANTOR in advance.

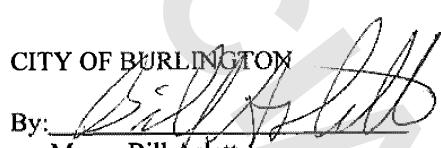
The easement contained in this Agreement will remain in full force effect and shall terminate upon the completion of Grantor's Parking Lot Work, to GRANOR's reasonable satisfaction. Upon termination of this Agreement, GRANTEE and GRANTOR agree to

execute a recordable release and termination agreement at the request of GRANTEE or GRANTOR.

GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from any damage or injury, either to persons or personal property, sustained by GRANTOR, its contractors, customers, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of GRANTEE, its agents, contractors, invitees or employees, originating from any activity, work, or things done, permitted or suffered by GRANTOR within the easement area. The obligations of GRANTEE set forth in this paragraph shall survive the expiration of this Agreement.

Dated this 10 day of December, 2025 (the "Effective Date")

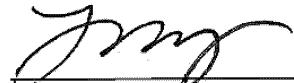
CITY OF BURLINGTON

By:   
Mayor Bill Aslett

TF BURLINGTON WA LLC By:

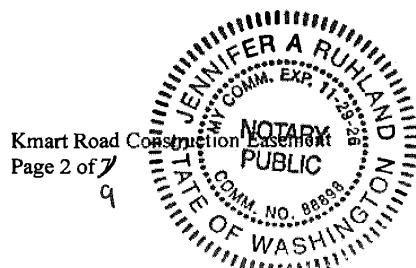
  
Raphael Di Napoli  
Title: Authorized Representative

Approved as to form:

  
City Attorney

State of Washington )  
                          ) ss  
County of Skagit    )

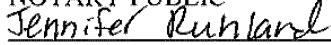
I certify that I know or have satisfactory evidence that Bill Aslett is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF BURLINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.





(Signature)

NOTARY PUBLIC



Print Name of Notary

My appointment expires: 11/29/2026

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the [manager] of Kroger to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: \_\_\_\_\_

execute a recordable release and termination agreement at the request of GRANTEE or GRANTOR.

GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from any damage or injury, either to persons or personal property, sustained by GRANTOR, its contractors, customers, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of GRANTEE, its agents, contractors, invitees or employees, originating from any activity, work, or things done, permitted or suffered by GRANTOR within the easement area. The obligations of GRANTEE set forth in this paragraph shall survive the expiration of this Agreement.

Dated this 10 day of December, 2025 (the "Effective Date")

CITY OF BURLINGTON

By: \_\_\_\_\_  
Mayor Bill Aslett

TF BURLINGTON WA LLC By:



Raphael Di Napoli  
Title: Authorized Representative

Approved as to form:

\_\_\_\_\_  
City Attorney

State of Washington )  
                          )  
                          ss  
County of Skagit    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF BURLINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

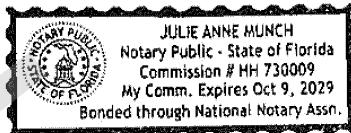
Dated: \_\_\_\_\_

STATE OF FLORIDA,  
COUNTY OF MIAMI-DADE)<sup>SS.</sup>

On this day personally appeared before me Raphael D. Napoli  
to me known to be the individual or individuals described in and who executed the within and  
foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or  
their) free and voluntary act and deed, for the uses and purposes therein mentioned.

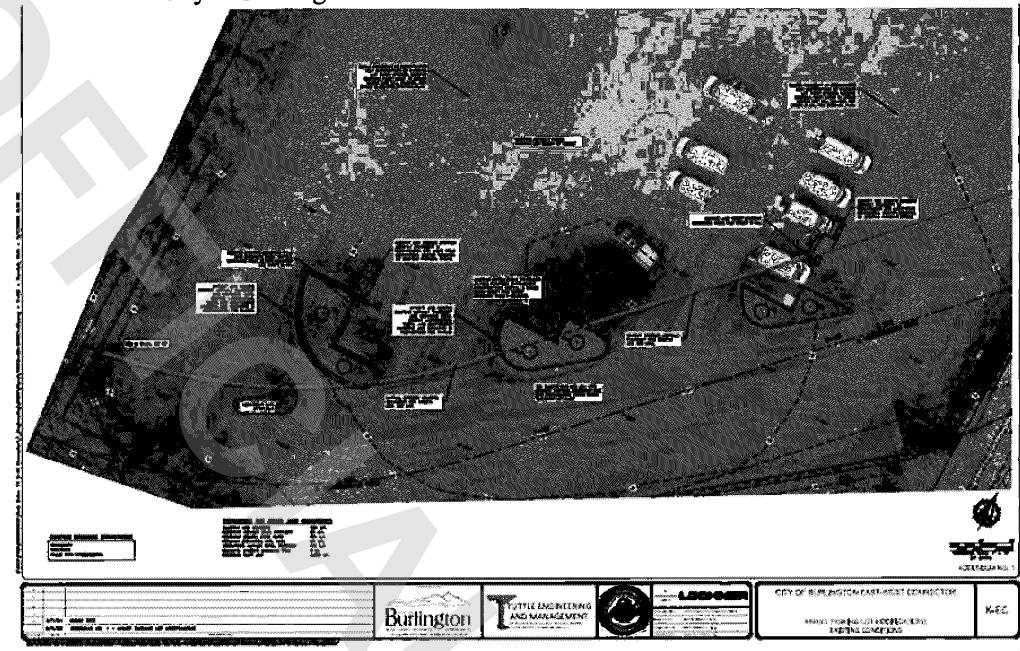
Given under my hand and official seal this 10 day of DECEMBER 2025.

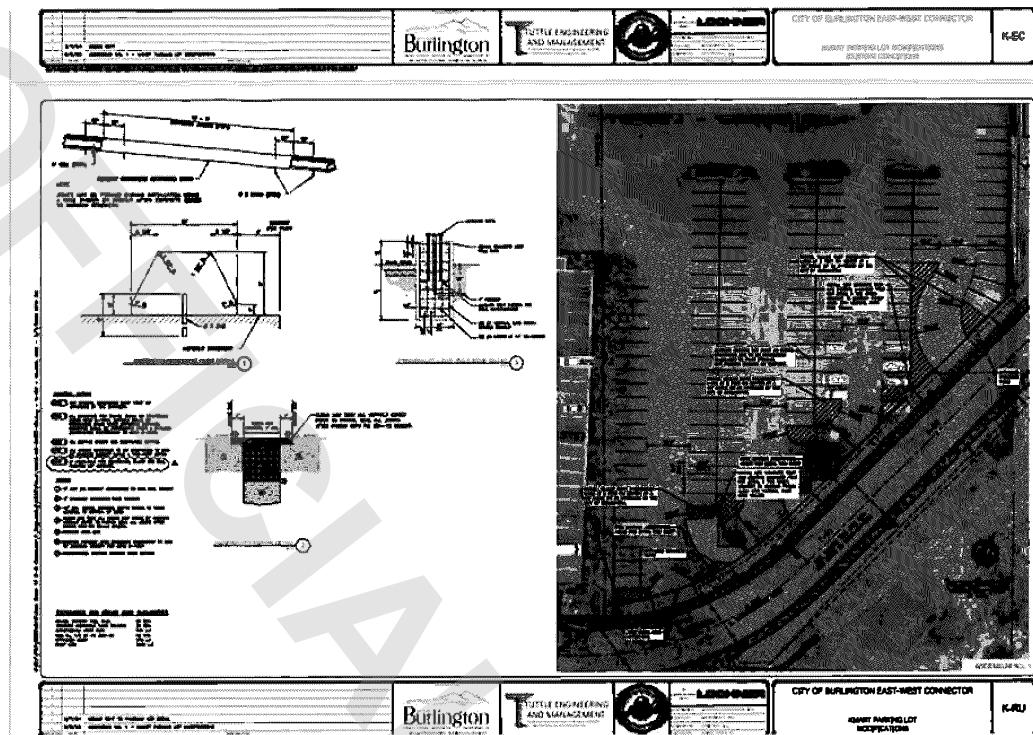
*Julie Anne Munch*  
Notary Public in and for the State of FLORIDA,  
residing at: 1170 Kane Uncare  
SPC 200  
Bay Harbor Islands, FL 33154  
Print Name  
11/09/2029  
Commission expiration date



**EXHIBIT A**

City of Burlington East-West Connector - sheets K-EC and K-RU





**EXHIBIT B**

**Legal Description After Boundary Line Adjustment: Parcel #P105310**

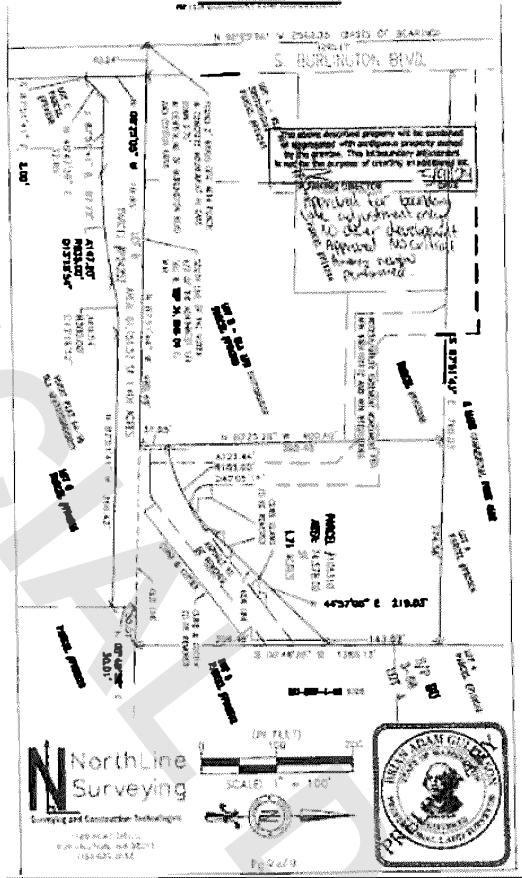
THAT PORTION OF LOT 4 OF SHORT PLAT BU3-88 WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AS RECORDED IN BOOK 8 OF SHORT PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON, LYING WEST OF THE EAST LINE OF LOTS 2 AND 3 OF SAID SHORT PLAT BU3-88 AND SAID EAST LINES PRODUCED;

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ALONG THE EAST LINE OF THE ABOVE DESCRIBED REAL PROPERTY, SAID POINT BEING A DISTANCE OF 256.48 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AS MEASURED ALONG SAID EAST LINE;  
THENCE SOUTH 44°57'06" WEST A DISTANCE OF 219.03 FEET;  
THENCE SOUTHWESTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 40°05'17", AN ARC LENGTH OF 129.44 FEET, TO A POINT ALONG THE WEST LINE OF THE ABOVE DESCRIBED REAL PROPERTY AND THE TERMINUS OF SAID LINE, SAID POINT BEING A DISTANCE OF 37.95 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORHTWEST 1/4 AS MEASURED ALONG SAID WEST LINE.

CONTAINING AN AREA OF 1.71 ACRES, MORE OR LESS.

**EXHIBIT C**



## Kmart Road Construction Easement

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