

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

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



201309130059
Skagit County Auditor

9/13/2013 Page

1 of

\$75.00
4 10:58AM

TEMPORARY EASEMENT

Grantor (s) BFO Factory Shoppes LLC
Grantee (s) CITY OF BURLINGTON, a Washington municipal corporation.
Abbreviated Legal: Lot 1 and Lot 3 of Burlington Short Plat #1-92
Additional Legal on this page
Assessor's Tax Parcel No's: 24042 & 24037

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between BFO Factory Shoppes LLC (hereinafter "Grantor"), and the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter, "Grantee").

The Grantor, for and in consideration of a mutually beneficial donation, hereby temporarily grants and conveys to the Grantee, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of improving the existing intersection at Burlington Boulevard and Fashion Way and related construction activities including the right to locate equipment, and materials during construction.

The Grantor's donation of property rights to the City of Burlington is made voluntarily and with full knowledge of its entitlement to receive just compensation. Grantor hereby waives the City of Burlington from obtaining an appraisal of the acquired property rights.

The anticipated area of construction is shown in the attached exhibit A, and the easement area is further described as:

Lot 1 and Lot 3 of Short Plat 1-92 recorded under auditor file number 9207270058. The south 13 feet of lot 1 is not included in this easement.

The GRANTEE when exercising its rights to install improvements in the easement area, shall notify GRANTOR of the intended activity and shall restore the easement area to a neat and proper order. This temporary easement will terminate upon the earlier of:
(i) completion of construction, and (ii) ~~December 31, 2013.~~

June 30th, 2014
[Signature]

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, 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.

Dated this 10th day of July, 2013.

CITY OF BURLINGTON

By: [Signature]

Mayor Steve Sexton

BFO Factory Shoppes LLC

By: [Signature]

Title: Managing Director

Approved as to form:

[Signature]
City Attorney

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

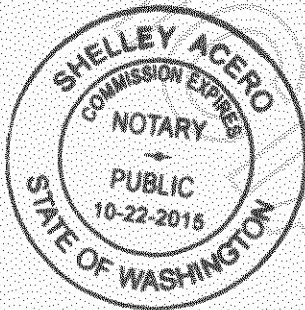
SEP 13 2013

Amount Paid \$
Skagit Co. Treasurer
By NT Deputy



State of Washington)
) ss
County of Skagit)

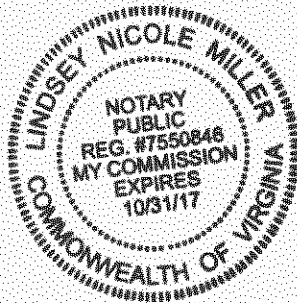
I certify that I know or have satisfactory evidence that Steve Sexton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF BURLINGTON to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



Dated: 7-10-13
Shelley Acero
(Signature)
NOTARY PUBLIC
Shelley Acero
Print Name of Notary
My appointment expires: 10-22-2015

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that James S. Harris 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 BFO Factory Shoppes LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 7/23/13
Lindsey Nicole
(Signature)
NOTARY PUBLIC
Lindsey N. Miller
Print Name of Notary
My appointment expires: 10/31/17

EXHIBIT "A"

