

**WHEN RECORDED, RETURN TO:**

Van Ness Feldman LLP  
c/o Joshua D. Krebs  
1191 Second Avenue, Suite 1800  
Seattle, Washington 98101

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Heather Beauvais  
DATE 05/28/2021

CHICAGO TITLE COMPANY  
620039768

<b>DOCUMENT TITLE:</b>  Ingress and Egress and Utilities Easement Agreement
<b>GRANTOR:</b>  ALM Burlington, LLC, a Delaware limited liability company
<b>GRANTEE:</b>  Owner's Association of Bay Ridge Business Park, a Washington non-profit corporation
<b>LEGAL DESCRIPTION:</b>  <u>Grantor's Property:</u> Parcel A of Skagit County Boundary Line Adjustment No. PL20-0036, recorded under Auditor's File No. 202104300167. See <u>Exhibit B</u> attached. NE 3-34-3  <u>Grantee's Property:</u> Tract Z, 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. See <u>Exhibit C</u> attached.
<b>ASSESSOR'S PROPERTY TAX PARCELS / ACCOUNT NUMBERS:</b>  <u>Grantor:</u> P122075, P122077, P122078 <u>Grantee:</u> P122079
<b>REFERENCE NUMBER OF DOCUMENT(S) ASSIGNED/RELEASED:</b>  N/A

**INGRESS AND EGRESS AND UTILITIES EASEMENT AGREEMENT**

ALM Burlington, LLC, a Delaware limited liability company ("**Grantor**") and the Owner's Association of Bay Ridge Business Park, a Washington non-profit corporation ("**Grantee**" or "**Association**"), enter into

this Ingress and Egress and Utilities Easement Agreement (this "**Agreement**") to clarify Grantee's rights and interest in the easement area depicted on the Bay Ridge Business Park Binding Site Plan, recorded under Skagit County Auditor's recording number 200407090108 ("**BSP**"), as "30' Ingress, Egress & Utilities Easement" and "30' Utilities and Access Easement" (collectively the "**BSP Easement Area**", and the easement rights set forth therein are referred to collectively herein as the "**BSP Easement**") as set forth herein. Grantor and Grantee are referred to herein as the "**Parties**".

**WHEREAS**, the BSP Easement included both ingress and egress rights to access an existing stormwater detention pond ("**Detention Pond**") on Grantee's Property (defined below), as well as an easement for utilities including the right to access, install, maintain, and operate utilities located under and upon the BSP Easement Area, including by way of example but not limitation, stormwater piping, electrical, telecommunications/SCADA system utilities (said utility easement component of the BSP Easement is referred to herein as the "**BSP Utility Easement**").

**WHEREAS**, Grantor has requested, and Grantee has agreed to grant an alternative thirty-foot (30') wide ingress and egress easement for the Association so that the Association does not use the BSP Easement Area for ingress, egress or access. The new easement shall be in the location depicted on Exhibit A-1 hereto (the "**Ingress/Egress Easement Area**"), on the real property of Grantor located in Skagit County, Washington, as depicted and described on Exhibit B hereto (the "**Property**"), for the right of vehicular access between Bay Ridge Drive and that certain real property owned by Grantee located adjacent to the Property, depicted and described on Exhibit C hereto ("**Grantee's Property**"), which contains the Detention Pond, without altering the location of the BSP Utility Easement.

**WHEREAS**, Grantor has requested, and Grantee has agreed to grant an easement for conduit to the Association so that the Association may install and maintain electrical, fiber optic and/or other lines or cables between Bay Ridge Drive and Grantee's Property as set forth below.

**WHEREAS**, Grantor has requested, and Grantee has agreed to grant future easements (or amend this easement) to the Association for utilities between Bay Ridge Drive and Grantee's Property as set forth below.

**NOW THEREFORE**, for good and valuable consideration, including the mutual covenants and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

#### **AGREEMENT**

1. **Recitals and Exhibits Incorporated.** The recitals set forth above and the exhibits attached hereto are incorporated as if set forth fully herein.

2. **Ingress/Egress Easement.** In consideration of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee, a non-exclusive thirty-foot (30') wide easement ("**Ingress/Egress Easement**") for ingress and egress across the Ingress/Egress Easement Area by Grantee and its employees, agents, contractors and consultants. Grantor and Grantee agree that the Association shall not use the BSP Easement for access and ingress and egress, and instead shall, subject to the terms and conditions herein, use the Ingress/Egress Easement Area described and defined above for vehicular access between Bay Ridge Drive and Grantee's Property by Grantee and its employees, agents,

contractors and consultants, and for no other purpose except those expressly described in this document. Notwithstanding anything to the contrary, Grantee shall not construct any improvements within the Ingress/Egress Easement Area, the BSP Easement Area, the Conduit Easement Area (as defined in Section 4 below) or any other portion of the Property except as consented to by Grantor in writing.

**3. BSP Easement Area.** Grantor and Grantee acknowledge and agree that, notwithstanding anything to the contrary in the BSP or any other agreement or document, Grantee shall not use any portions of the Property outside the Ingress/Egress Easement Area for any purpose, except for: (a) accessing, maintaining, and operating the stormwater drainage lines currently located under the BSP Easement Area ("**Stormwater Drainage Lines**") subject to the terms of this Agreement; (b) utilizing the Future Utility Easement Area (if and when any future utility easements are granted or this document is amended to permit for the same) as described in Section 4 below; and (c) maintaining the Conduit (as defined in Section 4 below) subject to the terms of this Agreement.

**4. Conduit Easement; Future Utility Easement Area.** Grantor and Grantee acknowledge and agree that Grantor shall, in conjunction with development of the Property and prior to occupancy of any structure on Grantor's Property, install and retain in place underground four (4) four inch conduit between Bay Ridge Drive and Grantee's Property for the exclusive use of Grantee in which Grantee may install electrical, fiber optic and/or other lines or cables ("**Conduit**") at locations between Bay Ridge Drive and Grantee's Property approved in advance by Grantee which shall not be unreasonably withheld, conditioned or delayed. For the purposes of clarity, the location of the Conduit shall be an easement right granted by Grantor in perpetuity for Grantee to use and maintain the Conduit ("**Conduit Easement**"). After completion of installation of the Conduit, Grantor shall record an addendum to this Agreement that contains the as-built location of the Conduit and the specific area in which the Conduit Easement is located ("**Conduit Easement Area**"), subject to the approval of Grantee which shall not be unreasonably withheld, conditioned or delayed. Should Grantee wish to install, maintain, and operate additional underground utilities between Grantee's Property and Bay Ridge Drive, and such utilities do not fit, or are unsafe to install within the Conduit, Grantor shall permit such installation, maintenance, and operation in a location under the Property that is mutually agreeable to Grantor and Grantee, the location of which shall not cause materially increased costs beyond the costs that would have been incurred to install such additional utilities in the BSP Easement Area, and the parties shall cooperate in good faith so that the approval and agreement of such location shall not be unreasonably delayed, conditioned or withheld. The agreed-upon location for any additional utilities easements ("**Future Utilities Easements Area**") shall be documented in an amendment to this Agreement or a separate easement agreement which shall be mutually executed and recorded and shall set forth the parties' respective rights and responsibilities similar to this Agreement.

**5. Grantor's Use.** Subject to the limitations set forth herein, Grantor reserves the right to the use and enjoyment of the Ingress/Egress Easement Area, the Conduit Easement Area, and, as between Grantor and Grantee, the BSP Easement Area, for any and all purposes, provided that such use and enjoyment of the Ingress/Egress Easement Area, the Conduit Easement Area and the BSP Easement Area will not unreasonably interfere with or restrict the full and complete use and enjoyment of Grantee's respective rights in such areas. Without limiting the foregoing, Grantee hereby allows Grantor to install and maintain within the Ingress/Egress Easement Area, the Conduit Easement Area and the BSP Easement Area paved parking, curbing, traffic control devices, driveway facilities, underground utilities, and lighting (collectively, the "**Approved Improvements**"). Except for emergent situations, temporary obstructions (which could include a moveable gate or similar device provided Grantor ensures such gate/device is promptly opened during Grantee's access), and speed bumps, the lack of a clear maneuverable drive pathway through the Ingress/Egress Easement Area free of curbs, above ground improvements or similar

that obstruct vehicular traffic is an unreasonable interference with Grantee's rights. The Parties acknowledge that a purpose of Grantee's use of the Ingress/Egress Easement Area is access to the Detention Pond for truck and tractor with mowers to maintain said Detention Pond requiring a gate opening of at least fifteen (15) feet in width.

6. **Encumbrances.** This Agreement is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Ingress/Egress Easement Area, the Conduit Easement Area, and the BSP Easement Area and appearing of record in the records of Skagit County, to the extent the same are in effect and enforceable against the Easement Area (the "**Permitted Encumbrances**").

7. **Grantee's Obligation to Keep Property free of Liens.** Grantee represents and warrants that it will maintain the Ingress/Egress Easement Area, the Conduit Easement Area, the BSP Easement Area and the balance of the Property free and clear from any liens or encumbrances of any nature whatsoever in connection with the exercise of Grantee's rights set forth in this Agreement.

8. **Notice of Access to Ingress/Egress Easement Area and BSP Easement Area.** Notwithstanding anything to the contrary herein or in any other agreement or document, Grantee shall provide at least two (2) business days' notice prior to entering the Property and accessing the Ingress/Egress Easement Area, the Conduit Easement Area or the BSP Easement Area, except in the event of an emergency. In the event of an emergency, Grantee will provide notice as soon as reasonably possible in light of the circumstances. Notice of access shall include in summary form the following information: (a) the reason for and scope of the activities to be undertaken pursuant to such entry; and (b) who is anticipated to access the Ingress/Egress Easement Area the Conduit Easement Area or the BSP Easement Area. Notwithstanding the foregoing or anything else to the contrary, Grantee shall coordinate with on-site personnel to ensure that Grantee's access to the Ingress/Egress Easement Area, the Conduit Easement Area and the BSP Easement Area does not unreasonably interfere with commercial operations on the Property.

9. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any and all claims, causes of action, costs, expenses, losses, liabilities, and damages (collectively, "**Claims**") arising from or incurred in connection with Grantee's breach of this Agreement or actions undertaken by Grantee or its employees, agents, contractors and consultants in connection with the exercise of any right set forth in this instrument or negligent acts or willful misconduct by Grantee or its employees, agents, contractors or consultants, except to the extent any such Claims were caused by Grantor's breach of this Agreement or actions undertaken by Grantor or its employees, agents, contractors or consultants, including negligent acts or willful misconduct by Grantor or its employees, agents, contractors or consultants. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold Grantor and its tenants, occupants, permittees, and invitees harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantee or its employees, agents, contractors or consultants of any hazardous materials into or upon the Property.

Grantor agrees to indemnify, defend, and hold Grantee and its employees, agents, contractors and consultants harmless from and against any and all Claims arising from or incurred in connection with Grantor's breach of this Agreement or actions undertaken by Grantor or its employees, agents, or contractors in connection with the exercise of any right set forth in this instrument, except to the extent any such Claims were caused by Grantee's breach of this Agreement or actions undertaken by Grantee or its employees, agents, contractors or consultants, including negligent acts or willful misconduct by Grantee or its employees, agents,

contractors or consultants. Without limiting the foregoing, Grantor agrees to indemnify, defend, and hold Grantee and its employees, agents, contractors and consultants harmless from and against any Claims arising from or incurred in connection with the release or discharge by Grantor or its employees, agents, or contractors of any hazardous materials into or upon the Property.

**10. Insurance.** Subject to the terms of this paragraph, Grantee shall continuously carry, and cause its employees, agents, contractors and consultants accessing the Property to carry, the types of insurance coverage and limits listed on Exhibit D attached hereto with insurance companies licensed to do business in the state of Washington. Should Grantor require additional insurance to be obtained by Grantee, such insurance shall be at the cost of Grantor, paid in advance. Prior to Grantee (or Grantee's employees, agents, contractors and consultants) accessing the Ingress/Egress Easement Area, the Conduit Easement Area or the BSP Easement Area, Grantee must provide Grantor additional insured endorsements and evidence of the coverage listed on Exhibit D with certificates of Insurance. Certificates of insurance must provide a minimum of thirty (30)-days' notice of cancellation to all certificate holders and additional insureds. Notwithstanding the foregoing, Grantee hereby acknowledges and affirms that it does not own any vehicles and accordingly will not be accessing the Property with vehicles to which it holds title, and thus Grantee is not currently required to obtain the commercial automobile insurance policy listed on Exhibit D. However, if and when Grantee or any of its employees, agents, contractors or consultants drives a vehicle on the Property, the party to whom such vehicle is licensed must maintain a commercial automobile insurance policy meeting the requirements listed on Exhibit D, including naming Grantor as an additional insured on such policy. Grantee hereby acknowledges and affirms that it does not have any employees. If and when Grantee hires any employees it will carry workers compensation/employer's liability insurance as required by law. The pollution liability policy listed on Exhibit D shall not be required for Grantee or any of its employees, agents, contractors or consultants who are merely utilizing the Ingress/Egress Easement Area for access, provided that, it shall be required and carried or provided by any such party (such as a Party's contractor providing the pollution liability policy coverage required herein) during the time that said party is performing Restoration Work (defined in Section 11 below).

**11. Restoration.** Grantee will, at its sole cost and expense, promptly restore the surface, subsurface and any Approved Improvements within the Ingress/Egress Easement Area, the Conduit Easement Area and the BSP Easement Area as the same may have been disturbed by Grantee's use, operation, maintenance, or repair of such areas or Grantee's facilities to a reasonably comparable condition that existed prior to such disturbance (collectively, the "**Restoration Work**"). Grantee will perform all Restoration Work in, under, or upon the Ingress/Egress Easement Area, the Conduit Easement Area and the BSP Easement Area expeditiously and in a good and workmanlike fashion. Grantee agrees that all Restoration Work will be performed in such manner as not to unreasonably interfere with operations on the Property. Prior to commencing any Restoration Work, Grantee will give notice to Grantor of Grantee's intent to complete such Restoration Work, along with a scope of work and schedule ("**Restoration Notice**"). Upon receipt of the Restoration Notice, Grantor may: (1) authorize Grantee to complete such Restoration Work; or (2) elect to perform the Restoration Work at its sole and exclusive cost without right of reimbursement. Notwithstanding anything to the contrary, in any emergency situation, Grantor may complete Restoration Work without prior notice to Grantee at its sole and exclusive cost without right of reimbursement.

**12. Termination of the Easements.** The Ingress/Egress Easement, the Conduit Easement Area and Grantee's rights to use the BSP Easement Area hereunder will continue until the Association and its successors and assigns no longer use the Detention Pond on Grantee's Property for a period of at least two (2) years, in which case Grantor shall record a notice of termination of the Ingress/Egress Easement, the Conduit Easement Area and Grantee's rights to use the BSP Easement.

**13. Notices.** All notices required or permitted hereunder (each a "Notice") shall be in writing and shall be served on the parties at the addresses designated under below. Any such Notice shall be either: (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (b) sent by personal delivery by professional courier service, in which case notice shall be deemed delivered upon receipt or refusal of receipt. Any notice sent by email or personal delivery and delivered after 5:00 p.m. (Pacific Time) shall be deemed received on the next business day. A Party's address may be changed by written Notice to the other parties as provided herein. The initial Notice addresses for each Party are as follows:

**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

[nales@usaaaleo.com](mailto:nales@usaaaleo.com)

**GRANTEE:**

Owner's Association of Bay Ridge Business Park  
c/o John Bouslog  
11190 Bayview Edison Road  
Mount Vernon, WA 98273  
Email: [jbouslog@briwp.com](mailto:jbouslog@briwp.com)

**14. Successors.** The rights and obligations of the parties hereto touch and concern the land and are binding upon and benefit the parties' respective heirs, successors, and assigns.

**15. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this easement grant. Each party further waives any right to consolidate any action in which a jury trial has been waived hereunder with any other action in which a jury trial cannot be or has not been waived.

**16. No Waiver.** Neither party's failure to insist on strict performance of any part of this instrument will be construed as a waiver of the performance in any other instance.

**17. Governing Law; Venue.** Construction and interpretation of this instrument will be governed by laws of the state of Washington, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this instrument or about its interpretation will be resolved exclusively in the Skagit County Superior Court. Each of the parties irrevocably submits to the Skagit County Superior Court's venue and jurisdiction.

**18. Counterparts.** This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

**19. Disclaimer of Mr. Bouslog's Interests.** By signing below, John Bouslog, an individual ("Mr. Bouslog"), and in reliance upon this Ingress/Egress Easement and this Agreement, expressly represents and warrants that neither Mr. Bouslog, nor any entity in which Mr. Bouslog holds a direct or indirect interest, possesses any easement, license, right to use, or other interest in the Property for access, utilities or any other purpose except to the extent, the Stormwater Drainage Lines may benefit certain real property in which Mr. Bouslog holds an ownership interest, to the extent such right exists as the Declarant as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservations for Bay Ridge Business Park dated November 20, 1997 and recorded under Skagit County Auditor's File No. 9712080099, as subsequently amended, and to the extent such right is located in the records of Skagit County. On behalf of himself and any entity in which he holds a direct or indirect ownership interest, Mr. Bouslog specifically disclaims any such easement, license, right to use, or other interest. Mr. Bouslog further represents and warrants that to the best of his knowledge he is unaware of any privately held entity (except for utility providers, the Association, and rights of certain property owners to use the BSP Easement) that hold any unrecorded easement, license, right to use, or other interest in the Property that is not of record with Skagit County.

**20. Disclaimer of other Association Interests.** By signing below, the Association expressly represents and warrants that, except for the Association's rights described in this document, the Association does not possess any easement, license, right to use, or other interest in the Property for access, utilities or any other purpose. The Association specifically disclaims any such easement, license, right to use, or other interest. The Association further represents and warrants to the best of its knowledge that it is unaware of any privately held entity (except for utility providers under the BSP, and rights of certain property owners to use the Stormwater Drainage Lines) that hold any unrecorded easement, license, right to use, or other interest in the Property that is not of record with Skagit County.

**21. Authority.** Each party executing this Agreement represents and warrants that it has the full power, authority, and legal right to execute and deliver this Agreement and that this Agreement constitutes the legal, valid and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party in accordance with its terms.

**22. Legal Description of Ingress/Egress Easement Area.** After this Agreement has been recorded, Grantor may prepare a legal description of the Ingress/Egress Easement Area depicted on Exhibit A-1 and, after receiving approval of such legal description from Grantee (which approval shall not be unreasonably withheld, conditioned or delayed) Grantor may record an amendment to this Agreement that replaces Exhibit A-2 attached hereto with such legal description. Thereafter, all references in this Agreement to the Ingress/Egress Easement Area shall refer to the legally described area set forth on Exhibit A-2.

Executed by Grantor on the date set forth in the acknowledgement below.

**Grantor:**

ALM BURLINGTON, I.L.C.,  
a Delaware limited liability company

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

By: *Bruce Petersen*

Name: Bruce C. Petersen  
Title: Executive Managing Director

Date: \_\_\_\_\_

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF BEXAR        )

Personally appeared before me, *Melissa Williams*, 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 Director* 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 *26<sup>th</sup>* day of *May*, 2021.

*Melissa Williams*  
Notary Public *Melissa Williams*  
My Commission Expires: *1-16-2024*







The undersigned acknowledges the terms, conditions and obligations contained in this document and affirms the representations and warranties made in Section 19 above on the date set forth in the acknowledgement below.

JOHN BOUSLOG, an individual:

By: *John Bouslog*  
Date: 5/27/2021

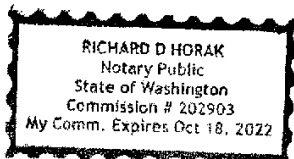
STATE OF WASHINGTON )  
COUNTY OF S King ) ss.

This record was acknowledged before me on May 27, 2021, 2021, by John Bouslog.

*Richard D Horak*  
(Signature of notary public)  
Notary Public  
(Title of office)

My Commission Expires: 10-18-22

(Stamp)



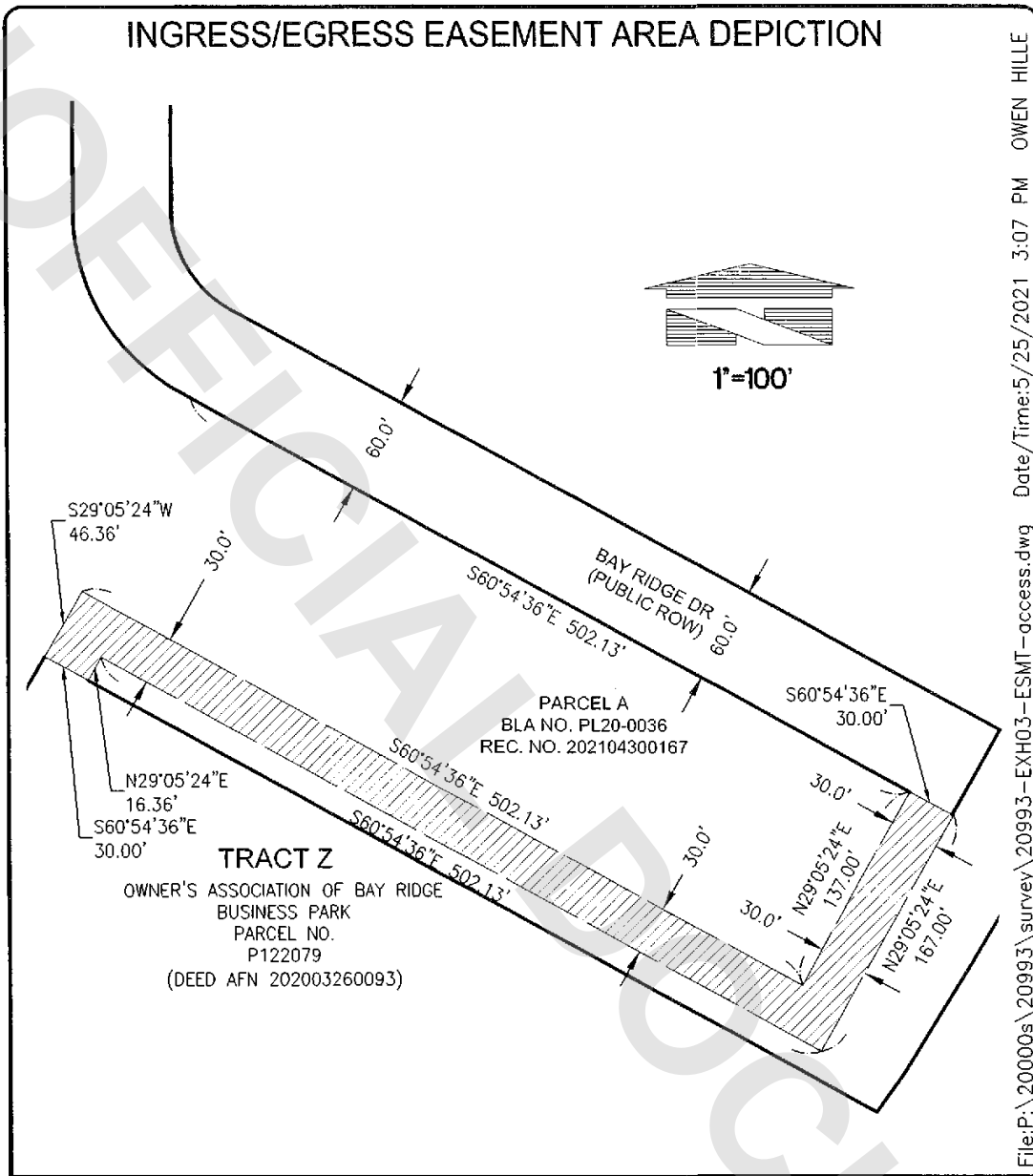
**EXHIBIT A-1**

**DEPICTION OF INGRESS/EGRESS EASEMENT AREA**

[See Attached]

Exhibit A-1

INGRESS/EGRESS EASEMENT AREA DEPICTION



File:P:\20000s\20993\survey\20993-EXH03-ESMT-access.dwg Date/Time:5/25/2021 3:07 PM OWEN HILLE


SCALE: HORIZONTAL 1"=100'   BARGHAUSEN CONSULTING ENGINEERS, INC.  18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	For: 12163 BAY RIDGE DRIVE	JOB NUMBER 20993
	Title: INGRESS/EGRESS EASEMENT	SHEET 1 of 1
DRAWN OBH CHECKED OBH APPROVED OBH DATE 5/24/21		

EXHIBIT A-2

[Grantor may replace this page with a legal description of the Ingress/Egress Easement Area by a future recorded amendment pursuant to Section 22 of the Agreement]

Exhibit A-2

**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

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

Exhibit B

**EXHIBIT C**

**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY**

Tract Z, 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.

Exhibit C

**EXHIBIT D****GRANTEE INSURANCE REQUIREMENTS****Commercial General Liability:**

1. Minimum Limits: Bodily Injury & Property Damage:  
\$2,000,000 Each Occurrence  
\$3,000,000 Aggregate
2. Commercial General Liability Insurance must be written on an ISO occurrence form (CG 00 01 04 13) or equivalent.
3. **Additional Insureds** –Grantee is required to provide **Additional Insured** status on a primary/non-contributory basis to Grantor and other parties required by Grantor by contract using ISO Additional Insured Endorsement CG 20 10 10 01 and CG 20 37 10 01 or equivalent.

**Commercial Automobile (for any vehicles driven onto the Property):**

1. **Minimum Limits: Bodily Injury & Property Damage - \$1,000,000.**
2. Business Auto must include coverage for Bodily Injury & Property Damage liability arising out of all Owned, Leased, Non-Owned and Hired vehicles.
3. Any driver of vehicles onto the Property must name Grantor and other parties as required by Grantor as additional insured on a commercial automobile policy.

**Grantees Pollution Liability (for any work being performed on the Property):****Minimum Limits: \$1,000,000 Per Claim**

1. Grantee shall provide environmental liability coverage for work performed upon or adjacent to the property.
2. Grantee must name Grantor and other parties as required by Grantor as additional insured on the environmental policy to cover exposures such as onsite/offsite third party Bodily Injury and Property Damage and onsite and offsite remediation expense related to their work.  
Coverage shall be provided for (3) years after the completion of their work.

**Waiver of Subrogation:**

Each policy shall provide that Grantee has waived all rights against Grantor, Grantor's architects, design engineers and their respective agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, and Pollution Liability maintained per requirements stated above.