



**202302140035**

02/14/2023 03:55 PM Pages: 1 of 13 Fees: \$215.50  
Skagit County Auditor

**WHEN RECORDED RETURN TO:**

**City of Burlington  
833 S Spruce Street  
Burlington WA 98233**

**Legal Description and Location of Property Owned by Burlington Boulevard LLC**

EXISTING LOT 1 – (SKAGIT COUNTY TAX PARCEL NO. P24256)

TRACT 1, SHORT PLAT NO. 54-78, REVISED, LOCATED IN SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, APPROVED JANUARY 11, 1979, RECORDED IN VOLUME 3 OF SHORT PLATS, PAGE 60, AUDITOR'S FILE NO. 894653, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BURLINGTON UNDER AUDITOR'S FILE NO. 8608250015 SITUATED IN SKAGIT COUNTY, WASHINGTON.

**PROPERTY CONVEYANCE AND ROAD DEDICATION AGREEMENT**

This Property Conveyance and Road Dedication Agreement ("Agreement") is made and entered into this 13 day of February, 2023, by and between **Burlington Boulevard LLC** ("Property Owner") and the **City of Burlington**, a Washington municipal corporation (the "City"). Property Owner and the City are each a Party and collectively the Parties to this Agreement.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including without limitation the representations, warranties, and promises set forth herein, Property Owner and the City hereby agree as follows:

1. Property. Property Owner holds an undivided interest to certain real property located in the City of Burlington and legally described and depicted in **Exhibit "A"** hereto and incorporated herein by this reference ("Property").

2. City Future Road. The City has planned a future road which will bisect the Property. The road will provide access to adjacent properties and the Property at access points, as permitted by the City. Costs for the roadway and the associated utilities contained within the roadway boundaries will be borne by the City.

3. Sage Homes Development. A private developer, Sage Homes ("Developer"), has a 120 unit apartment complex planned adjacent to the Property.

4. Future Property Dedication. The Property Owner agrees to dedicate the entirety of the Property to the City and Sage Homes for the purpose of enabling the City to construct the new road between Burlington Boulevard and South Walnut Street **Exhibit "B"** and Sage Homes to construct their apartment complex as shown on the approved site plan labeled "Walnut Street Apartments, Conceptual Site Plan, Exhibit E" and attached hereto as **Exhibit "C"**.

5. Land Conveyance. The Property Owner will convey the above-mentioned dedicated land via a boundary line adjustment in a format prescribed by Skagit County which the City will prepare for the signature of the Property Owner.

6. Building Demolition. The Property Owner agrees to allow the City to demolish the building which exists on the Property at City expense and incorporated herein by this reference ("Building"). The City will bear reasonable costs to relocate the bicycle retail business operating in the Building.

7. Property Expansion. The City will coordinate boundary line adjustments with the Developer to provide an equivalent lot size to reconstruct the existing Building in nearly equal square footage as depicted in **Exhibit D** ("Boundary Line Adjustment") and shown as Lot A and further described in the legal description as Lot A in **Exhibit E**. The Developer will prepare the appropriate boundary line adjustment document(s).

8. Building Reconstruction. The City will design a replacement structure to replicate the Building as close as possible and in similar square footage. The design will be coordinated with the Property Owner, and the City and Property Owner will mutually agree upon a final design which the City will construct. The City will bear the costs for design of the replacement building, advertisement for bid, construction management and construction of the structure.

9. Occupancy of Building by Tenant. The City will pay reasonable costs to move the Skagit Cycle retail business from the existing Building to the replacement building. Setup of the business within the new building will be a responsibility of the business owner.

10. Property Access from Future Road. The City will allow accesses to the reconfigured Property from the future road as depicted on the plans shown in **Exhibit F**.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, heirs, assigns, and personal representatives.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal

courts of Skagit County, Washington.

13. Entire Agreement / Parties. This Agreement contains the entire agreement between the Parties with respect to this matter. It may not be modified except in a writing signed by the Parties. This Agreement is not intended to, nor shall it be construed to, benefit any person or entity except the Parties and shall not be enforced by or construed to give rights to any third-party.

14. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either Party to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit or requesting an arbitration or other binding non-judicial alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded; PROVIDED, however, that in the event of mediation, the Parties shall bear their own costs and attorney fees and shall share equally the cost of the mediator.

15. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of the waiver is sought.

16. Severability. If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portions of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

17. Authority. Property Owner represents and warrants that the person or persons executing this Agreement on Property Owner's behalf have the requisite authority to bind Property Owner.

Agreed to and executed by:

**[SIGNATURE PAGES AND ACKNOWLEDGEMENTS ON SEPARATE, FOLLOWING PAGES.]**

[SIGNATURE PAGES AND ACKNOWLEDGEMENTS ON SEPARATE, FOLLOWING PAGES.]

**PROPERTY OWNER**

**Burlington Boulevard LLC**

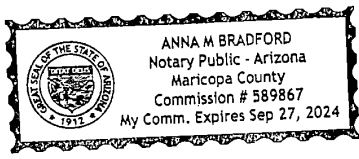
By: [Signature]

Name: Gary J Kappahn

STATE OF ARIZONA )  
                          )SS.  
COUNTY OF MARICOPA )

I certify that I know or have satisfactory evidence that Gary Kappahn is the person who appeared before me, and said person acknowledged that he/she signed this instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 30 January 2023



[Signature]  
(Printed Name) Anna M. Bradford

NOTARY PUBLIC in and for the State of  
Arizona, residing at: Mesa, AZ  
My appointment expires 27 September 2024

CITY

City of Burlington, a Washington  
Municipal Corporation

By: [Signature]

Name: MARV PULST

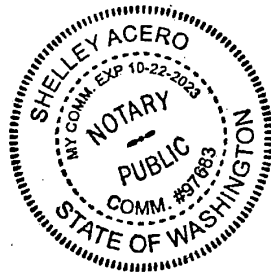
Title: PUBLIC WORKS DIRECTOR

Date: 2/13/2023

STATE OF WASHINGTON )  
                                  ) SS.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Marv Pulst is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of City of Burlington, a Washington municipal corporation, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2-13-2023



[Signature]  
(Printed Name) Shelley Acero

NOTARY PUBLIC in and for the State of  
Washington, residing at: Mt. Vernon WA  
My appointment expires 10-22-2023

### EXHIBIT "A"

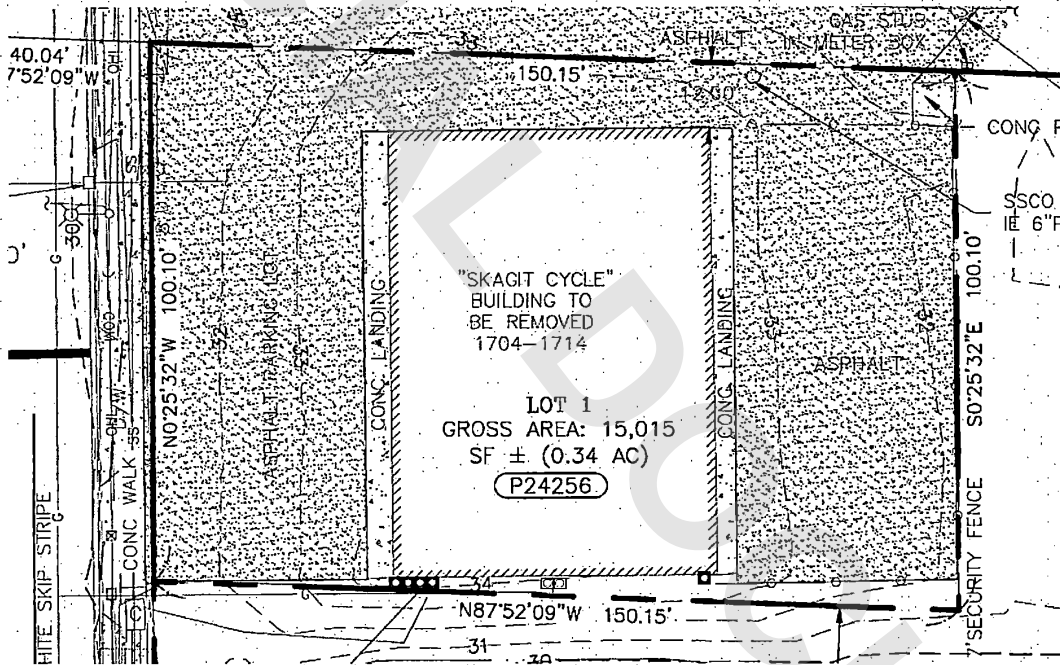
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8608250015

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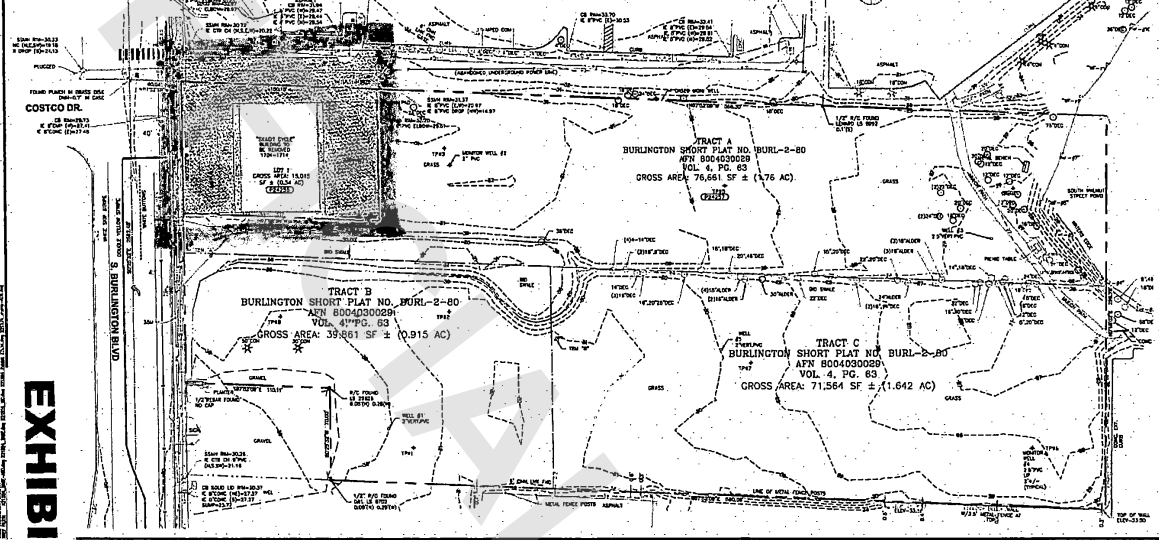
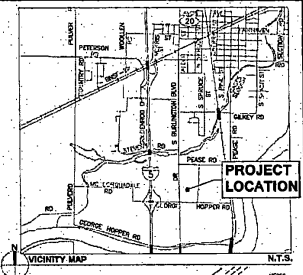
EXCERPT OF ATTACHED OVERALL SITE PLAN FOR WALNUT TRAIL APARTMENTS LABELED "EXISTING CONDITIONS EXHIBIT B"

NW 1/4 & SW 1/4 OF NW 1/4 SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.L.M.

# WALNUT TRAIL APARTMENTS EXHIBIT B

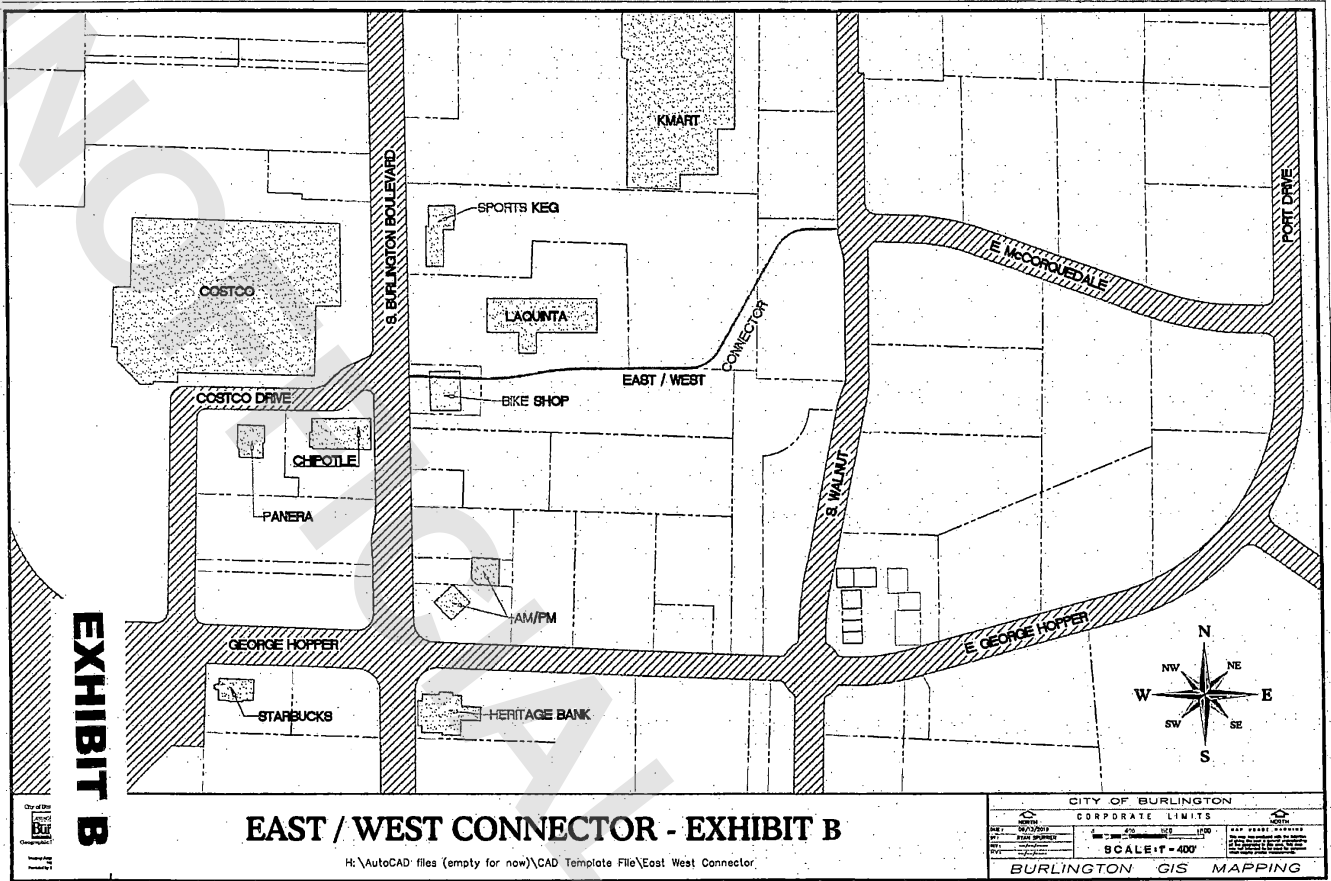


**TAK ACCOUNT #**  
FRANKA, FRANK, FRANKY, FRANKIE  
**SITE ADDRESS**  
1700-1714 S BERKSHIRE ROAD  
DURHAM, WA 26202



**EXHIBIT A**

|  |  |
|--|--|
| PROJECT LOCATION   |  |
| VICINITY MAP N.T.S.  |  |
| <b>PACE</b><br>SOLUTIONS<br>1000 N. W. 10th St.<br>Durham, NC 27701<br>Tel: 919.286.1000<br>Fax: 919.286.1001<br>www.pacesolutions.com |  |
|  |  |
| WALNUT TRAIL APARTMENTS<br>EXISTING CONDITIONS<br>EXHIBIT B  |  |
| DATE: 02/14/2023<br>SCALE: AS SHOWN<br>DESIGNED BY: [Redacted]<br>CHECKED BY: [Redacted]<br>PROJECT NO.: 21002                         |  |
| SHEET 1 OF 1   |  |









# EXHIBIT E

## PROPOSED PROPERTY DESCRIPTION (AFTER BLA)

### NEW LOT A

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8; THENCE SOUTH 87°52'09" EAST, ALONG THE NORTH LINE THEREOF, 40.04 FEET TO A POINT ON THE EASTERLY MARGIN OF SOUTH BURLINGTON BOULEVARD; THENCE SOUTH 00°25'32" EAST, ALONG THE EAST MARGIN THEREOF, 78.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°52'09" EAST 2.00 FEET; THENCE NORTH 45°47'11" EAST 32.85 FEET; THENCE SOUTH 87°52'09" EAST 67.82 FEET; THENCE SOUTH 00°25'32" EAST 174.93 FEET TO THE SOUTH LINE OF TRACT B OF BURLINGTON SHORT PLAT NO. BURL-2-80, RECORDED APRIL 3, 1980 UNDER AUDITOR'S FILE NO. 8004030029, IN VOLUME 4 OF SHORT PLAT, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 87°52'09" WEST, ALONG THE SOUTH LINE THEREOF, 93.56 FEET TO A POINT ON THE AFORESAID EASTERLY MARGIN OF SOUTH BURLINGTON BOULEVARD; THENCE NORTH 00°25'32" WEST, ALONG THE EAST MARGIN THEREOF, 151.14 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROX. 16,021 SQUARE FEET (0.37 ACRES +/-)

### NEW LOT B

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8; THENCE SOUTH 87°52'09" EAST, ALONG THE NORTH LINE THEREOF, 40.04 FEET TO A POINT ON THE EASTERLY MARGIN OF SOUTH BURLINGTON BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'32" EAST, ALONG THE EAST MARGIN THEREOF, 78.85 FEET; THENCE SOUTH 87°52'09" EAST 2.00 FEET; THENCE NORTH 45°47'11" EAST 32.85 FEET; THENCE SOUTH 87°52'09" EAST 97.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 147.20 FEET THROUGH A CENTRAL ANGLE OF 13°16'55" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 69.54 FEET THROUGH A CENTRAL ANGLE OF 13°16'55" TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY FROM WHEN MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 87°52'09" EAST, ALONG SAID PARALLEL LINE, 366.57 FEET TO THE EAST LINE OF TRACT A OF BURLINGTON SHORT PLAT NO. BURL-2-80, RECORDED APRIL 3, 1980

UNDER AUDITOR'S FILE NO. 8004030029, IN VOLUME 4 OF SHORT PLAT, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 00°48'02" EAST, ALONG SAID EAST LINE, 30.01 FEET TO SAID NORTH LINE; THENCE NORTH 87°52'09" WEST ALONG SAID NORTH LINE 706.59 FEET TO THE AFORESAID EASTERLY MARGIN OF SOUTH BURLINGTON BOULEVARD AND THE POINT OF BEGINNING.

CONTAINS APPROX. 27,630 SQUARE FEET (0.63 ACRES +/-)

**NEW LOT C**

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 8; THENCE SOUTH 87°52'09" EAST, ALONG THE NORTH LINE THEREOF, 40.04 FEET TO A POINT ON THE EASTERLY MARGIN OF SOUTH BURLINGTON BOULEVARD; THENCE SOUTH 00°25'32" EAST, ALONG THE EAST MARGIN THEREOF, 78.85 FEET; THENCE SOUTH 87°52'09" EAST 2.00 FEET; THENCE NORTH 45°47'11" EAST 32.85 FEET; THENCE SOUTH 87°52'09" EAST 67.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°52'09" EAST 29.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 147.20 FEET THROUGH A CENTRAL ANGLE OF 13°16'55" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 69.54 FEET THROUGH A CENTRAL ANGLE OF 13°16'55" TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET SOUTHERLY FROM WHEN MEASURED AT RIGHT ANGLES TO THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 87°52'09" EAST, ALONG SAID PARALLEL LINE, 366.57 FEET TO THE EAST LINE OF TRACT A OF BURLINGTON SHORT PLAT NO. BURL-2-80, RECORDED APRIL 3, 1980 UNDER AUDITOR'S FILE NO. 8004030029, IN VOLUME 4 OF SHORT PLAT, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 00°48'02" WEST, ALONG THE EAST LINE AND SOUTHERLY EXTENSION THEREOF, 269.77 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID SHORT PLAT NO. BURL-2-80; THENCE NORTH 87°52'09" WEST ALONG THE SOUTH LINE AND WESTERLY EXTENSION THEREOF, 590.06 FEET; THENCE NORTH 00°25'32" WEST, ALONG THE EAST LINE OF TRACT B OF SAID SHORT PLAT NO. BURL-2-80, A DISTANCE OF 70.00 FEET; THENCE NORTH 87°52'09" WEST, ALONG THE SOUTH LINE OF SAID TRACT B, 16.55 FEET THENCE NORTH 00°25'32" WEST 174.93 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROX. 159,453 SQUARE FEET (3.66 ACRES +/-)



**EXHIBIT F**

