



200207300069

Skagit County Auditor

7/30/2002 Page 1 of 3 11:57AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mt. Vernon, WA 98273

EASEMENT

FIRST AMERICAN TITLE CO
ACCOMMODATION RECORDING ONLY

111882

GRANTOR: PPR CASCADE L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lots 1 and 6, "CASCADE MALL B.S.P, AF# 8910190065
ASSESSOR'S PROPERTY TAX PARCEL: 340406-4-001-0126/P23860 and 340406-4-001-0019/P23857

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PPR CASCADE, L.L.C.**, a Delaware limited liability company ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

LOTS 1 AND 6, "CASCADE MALL BINDING SITE PLAN", RECORDED OCTOBER 19, 1989 IN VOLUME 8 OF SHORT PLATS, PAGE 170, UNDER AUDITOR'S FILE NO. 9810190065, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 04 EAST, W.M.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A TRACT OF LAND 10 FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 06; THENCE NORTH 0° 17' 41" EAST, ALONG THE EAST LINE OF SAID SECTION 06, A DISTANCE OF 96.45 FEET; THENCE NORTH 84° 39' 33" WEST, 50.17 FEET TO THE WEST RIGHT-OF-WAY LINE OF BURLINGTON BOULEVARD; THENCE SOUTH 50° 45' 30" WEST, 52.64 FEET; THENCE NORTH 88° 40' 23" WEST, 390.32 FEET; THENCE NORTH 89° 26' 18" WEST 292.71 FEET; THENCE SOUTH 67° 20' 49" WEST 262.61 FEET; THENCE SOUTH 43° 49' 27" WEST, 162.06 FEET; THENCE SOUTH 01° 12' 02" EAST, 166.65 FEET; THENCE SOUTH 0° 05' 24" EAST, 329.30 FEET; THENCE SOUTH 0° 45' 23" EAST 463.55 FEET; THENCE SOUTH 12° 30' 38" EAST, 15.17 FEET; THENCE NORTH 38° 10' 21" EAST 12.97 FEET; THENCE SOUTH 86° 11' 43" EAST, 121.51 FEET; THENCE NORTH 73° 43' 39" EAST, 75.86 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE TERMINUS OF THAT CERTAIN RIGHT-OF-WAY EXTENDING EASTERLY FROM REFERENCE POINT NO. 5 DESCRIBED IN THAT CERTAIN EASEMENT RECORDED UNDER AUDITOR'S FILE No. 8907210040, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE LOCATION OF AN EXISTING ELECTRICAL POWER VAULT (GRID NUMBER 453673/163488); THENCE APPROXIMATELY SOUTH 25° EAST, 25 FEET,

UG Electric 11/1998
38815/105017732
SE06-3404

No monetary consideration was paid

MORE OR LESS, TO AN EXISTING ELECTRICAL POWER VAULT (GRID NUMBER 453668/163488) AND THE TERMINUS.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 19th day of July, 2002.

GRANTOR:

PPR CASCADE, L.L.C., a Delaware limited liability company

By: Pacific Premier Retail Trust, a Maryland real estate investment trust, its sole member

BY: Richard A. Bayer

Richard A. Bayer
Executive Vice President

TITLE: _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 30 2002

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

TITLE: _____



200207300069
Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

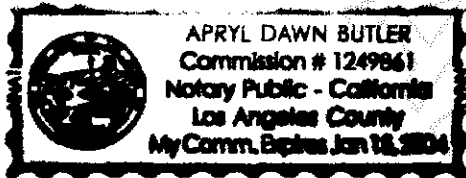
County of Los Angeles } ss.

On July 19, 2002, before me, April Dawn Butler, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard A. Bauer
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

April Dawn Butler
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

