



SCHEDULE B-001

1. Easement, including the terms and conditions thereof, granted by instrument  
Recorded: June 24, 1993  
Auditor's No.: 9306240132, records of Skagit County, WA  
In favor of: Puget Sound Power and Light Company  
For: Electric transmission and/or distribution line, together with necessary appurtenances  
Affects: The West 25 feet of said premises
  
3. Easement delineated on the amended plat of Fred Meyer Retail Store Binding Site Plan  
For: Telephone and Cable  
Affects: North and South 10 feet of said premises
  
4. Easement delineated on the face of said Fred Meyer Retail Store Binding Site Plan  
For: Underground power line  
Affects: West portion of said premises
  
5. Easement delineated on the face of said Fred Meyer Retail Store Binding Site Plan  
For: Storm drain and catch basins  
Affects: Southerly and Easterly portion of said premises
  
6. Easement delineated on the face of said Fred Meyer Retail Store Binding Site Plan  
For: Sanitary sewer  
Affects: Southwest portion of said premises

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7. Easement provisions contained on the face of said plat, as follows:

**WATER PIPELINE EASEMENT.** Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the PUD to do all things necessary or proper in the construction and maintenance of a water line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the lands as shown on this plat together with the right of ingress to and egress from said lands across adjacent lands of the grantor. Also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the grantor which, in the opinion of the district, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from vegetation or debris trimmed, cut, and removed from the easement pursuant to this agreement is vested in the district. Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the general manager of the district. Grantor shall conduct its activities and all other activities on grantors property so as not to interfere with, obstruct or endanger the usefulness of any improvements of other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the districts use of the easement.

- 8. Agreement, including the terms and conditions thereof;
  - Recorded: May 20, 1994
  - Auditor's No.: 9405200044, records of Skagit County, WA
  - Entered into
  - By: Roundup Co., a Washington corporation
  - And between: NSW Burlington, Inc., a Washington corporation
  - Providing: Memorandum of supplemental agreement

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9. Covenants, restrictions, options, and easements, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the Unites States Code or (b) relates to handicap but does not discriminate against handicap persons.

Recorded: September 10, 1993

Auditor's No.: 9309100062, records of Skagit County, WA

Executed by: Roundup Co., a Washington corporation

AMENDED by instrument

Recorded: October 16, 1996

Auditor's No.: 9610160077, records of Skagit County, WA

10. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument

Recorded: September 10, 1993

Auditor's No.: 9309100062, records of Skagit County, WA

Imposed by: Roundup Co., a Washington corporation

AMENDED by instrument

Recorded: October 16, 1996

Auditor's No.: 9610160077, records of Skagit County, WA

- END OF SCHEDULE B-001 -



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