



200609190055  
Skagit County Auditor

9/19/2006 Page 1 of 5 9:46AM

**RETURN ADDRESS:**

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

**EASEMENT**

GRANTOR: PPR CASCADE LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Lots 3 and 6 "Cascade Mall BSP"  
ASSESSOR'S PROPERTY TAX PARCEL: P23857 & P23866

FIRST AMERICAN TITLE CO.

40072-4  
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PPR CASCADE LLC, 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 3 AND 6, "CASCADE MALL BINDING SITE PLAN" RECORDED OCTOBER 19, 1989 IN VOLUME 8 OF SHORT PLATS, PAGE 170, UNDER ANF 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 4 EAST W.M.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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 easement for electrical line installation and maintenance within the East half of Section 6, Township 34 North, Range 4 E., W.M. as being 10-feet wide, lying 5 feet on each side of the following described line:

Commencing at Reference Point 10 as shown on Sheet 7 of 11, Cascade Mall Binding Site Plan, Auditors File No. 8910190065, and as described on Sheet 10 of 11 of said Binding Site Plan; **thence** South 69° 13' 00" East a distance of 258.92 feet; **thence** South 15° 28' 46" West a distance of 46.21 feet; **thence** South 23° 15' 02" West a distance of 29.12 feet to the **TRUE POINT OF BEGINNING** of said centerline; **thence** North 33° 15' 26" East along centerline of said 10-foot easement a distance of 260 feet to terminus of said centerline. **This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

Situate in County of Skagit, State of Washington.

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.

UG Electric 11/1998  
SW 6-34-4  
60243/105041630

*No monetary consideration paid*

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.

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.

7. DATED this 23<sup>rd</sup> day of August, 2006.

GRANTOR – PPR CASCADE, LLC  
a Delaware limited liability company

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

BY: [Signature]

Title: Vice Chairman of the Board

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

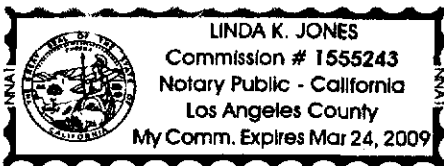
SEP 13 2006

Amount Paid \$ 0  
Skagit Co. Treasurer  
By hp Deputy

STATE OF California  
COUNTY OF Los Angeles) ss

On this 23<sup>rd</sup> day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared [Signature], to me known to be the person(s) who signed as \_\_\_\_\_ of PPR CASCADE, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of PPR CASCADE, LLC for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said PPR CASCADE, LLC

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



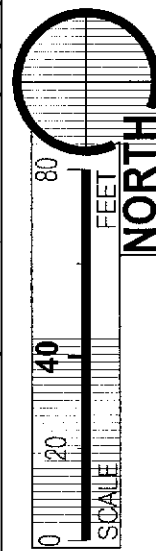
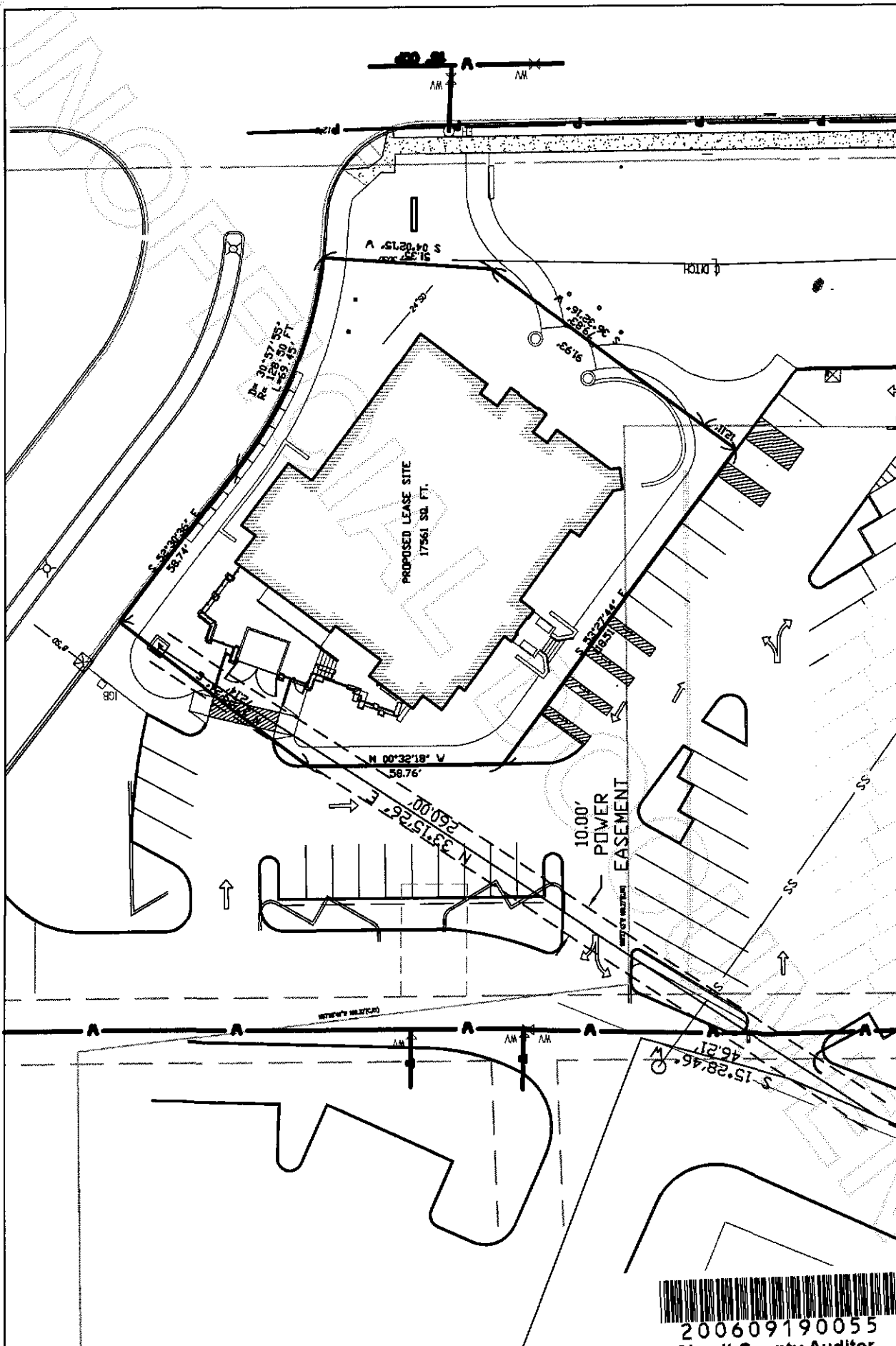
[Signature]  
(Signature of Notary)  
LINDA K. JONES

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of CA  
residing at Santa Monica  
My Appointment Expires: 3-24-09

Notary seal, text and all notations must be inside 1" margins



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## ADDENDUM TO EASEMENT

The following provisions constitute a part of and are incorporated within that certain Easement Deed dated August 23<sup>rd</sup>, 2006 executed by **PPR Cascade, LLC**, a **Delaware limited liability company** ("Grantor") in favor of **PUGET SOUND ENERGY, INC., a Washington Corporation** ("Grantee") for underground electrical (the "Facilities"), to which this Addendum is attached:

1. The interest conveyed by the instrument to which this Addendum is attached is an easement for the limited purposes and uses and upon the terms stated herein, and the Grantor expressly reserves all other rights and interests in the property described in "Exhibit A" (the "Property"). The use of the Property granted by this instrument is limited to that portion necessary for the installation and maintenance of underground Facilities and such temporary use of the surface of the land as is hereinafter provided. Grantor expressly reserves the right to use the surface of the land for landscaping, vehicular parking and vehicular and pedestrian access, and Grantee shall not exercise its easement rights in any way which would permanently impair Grantor's use of the surface of the land. All facilities covered by this easement shall be located underground except such items as may be approved by Grantor to be located above ground.
2. The installation of the Facilities shall be performed in accordance with a schedule which shall be submitted in advance to Grantor for approval, and no work shall be performed upon the surface of the land except in accordance with the approved schedule.
3. Grantee shall maintain and repair the Facilities without cost to Grantor. Any maintenance or repair which requires work upon the surface of the land shall be performed only after not less than 15 days' notice to Grantor, except in the case of emergency, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable. Except in case of emergency, no such work shall be done during the period from November 1 through January 15 of any year. Without limitation of the foregoing, to the extent feasible, any such work shall be performed during hours that Grantor's business adjacent to the easement area is not open to the public, and the surface of the land shall be restored in an expeditious manner so that there is minimum disruption of traffic flow and parking availability. Upon completion of the work, the surface of the land shall be repaved and restriped as necessary and such other restoration performed so that there is no damage to or reduction in the utilization of the surface of the land.
4. Grantor shall have the right at any time to relocate the easement and the Facilities, provided that such relocation shall be performed only after at least 30 days' notice to Grantee of Grantor's intention to relocate the same, and such relocation (a) shall not reduce or unreasonably impair the usefulness or function of such service, and (b) shall be performed without cost to Grantee. Notwithstanding such relocation, maintenance and repair of the Facilities shall remain the obligation of Grantee.



5. Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's negligence in the exercise of the easement in accordance herewith, as well as any unauthorized use of the Property by Grantee. Grantee shall maintain adequate insurance coverage to protect Grantor against Grantee's acts and to secure the foregoing covenant of indemnity.

6. Notwithstanding that the easement is "perpetual", if the use of the Facilities is abandoned, or the same are not used for a period of two consecutive years, then Grantor shall have the option, upon written notice to Grantee, to terminate such easement, and upon expiration of 90 days after such notice, such easement shall terminate, unless within such 90-day period, Grantee in good faith notifies Grantor that it intends to utilize the easement again within a period of one year.

**GRANTOR**

RS  
Initials

**GRANTEE**

RS  
Initials

