



201405230109

Skagit County Auditor
5/23/2014 Page

1 of 11 3:11PM
\$82.00

After recording return document to:

City of Burlington
Attn: Public Works/Engineering
820 East Washington Avenue
Burlington, WA 98223

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Trail Easement
Reference Number of Related Documents: N/A
Grantor(s): PPR Cascade LLC
Grantee(s): City of Burlington
Legal Description: Ptn Lot 6 Cascade Mall Binding Site Plan
Additional Legal Description: See Exhibits A, B and C attached
Assessor's Tax Parcel Number: P23857.340406-4-001-0019

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 23 2014

Amount Paid \$
Skagit Co. Treasurer
By *MF* Deputy

TRAIL EASEMENT

Burlington I-5 Gages Slough Non-Motorized Crossing

The Grantor(s), **PPR Cascade LLC**, a Delaware limited liability company (together with its successors and assigns hereinafter collectively "Grantor"), for and in consideration of an amount not to exceed \$15,500.00 in future park impact fee credits, receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the **City of Burlington**, a municipal corporation, and its assigns (hereinafter collectively "City"), as of May 8, 2014, an easement over, under, upon and across the hereinafter described lands for the purpose of installation, operation and maintenance of a non-motorized trail for public use and all utilities, appurtenant slopes, cuts, fills and retaining walls as may be required, subject to the covenants and conditions hereinafter contained.

Said lands being situated in Skagit County, State of Washington, and described as follows:

For legal descriptions, depiction and additional covenants and conditions see Exhibits A - Entire Parcel Legal Description, B - Trail Easement Legal Description, C - Trail Easement Depiction and D - Trail Easement Additional Covenants and Conditions attached hereto and made a part hereof.

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Burlington unless and until accepted and approved hereon in writing by City of Burlington by its signature hereto.

TRAIL EASEMENT

PPR Cascade LLC, a Delaware limited liability company

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

By: 

Name: Chet A. Cramin
Senior Vice President

Its: Associate General Counsel

Executed: April 18, 2014

Accepted and Approved
City of Burlington

By: 

Name: Steve Sexton

Its: Mayor

Executed: May 8, 2014



TRAIL EASEMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 4-18-14, before me, Joanne E. Hill, Notary Public, personally appeared Chet A. Cramin, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joanne E. Hill

THIS AREA FOR OFFICIAL NOTARIAL SEAL

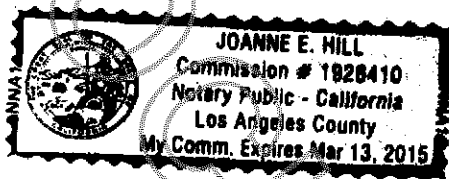


EXHIBIT A

ENTIRE PARCEL LEGAL DESCRIPTION

Lot 6 of the "Cascade Mall Binding Site Plan", recorded October 19, 1989 in Volume 8 of Short Plats, page 170 under Auditor's File No. 8910190065, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 34 North, Range 4 East W.M.

Situate in the County of Skagit, State of Washington.



EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION

Commencing at the Southeast corner of Section 6, Township 34 North, Range 4 East W.M. thence N.00°35'54"E., 956.75 feet along the East line of the Southeast quarter of said Section 6; thence leaving said East line N.89°24'06"W., 50.00 feet to the East line of Lot 6 described in exhibit A and the TRUE POINT OF BEGINNING;

Thence N.00°35'54"E., 25.11 feet along the East line of said Lot 6; thence leaving said East line of said Lot 6; S.53°24'25"W., 20.27 feet to a point of curve left of a 60.00 foot radius curve; thence along the arc of said curve left through a central angle of 48°33'43" a distance of 50.85 feet; thence S.04°50'42"W., 100.38 feet to a point of curve right of a 65.00 foot radius curve; thence along the arc of said curve right through a central angle of 93°34'09" a distance of 106.15 feet to a point of curve left of a 810.00 foot radius curve; thence along the arc of said curve left through a central angle of 18°14'19", a distance of 257.84 feet to a point of curve right of a 190.00 foot radius curve; thence along the arc of said curve right through a central angle of 31°52'52", a distance of 105.72 feet to a point of curve left of a 310.00 foot radius curve; thence along the arc of said curve left through a central angle of 40°40'16", a distance of 220.05 feet to a point of curve right of a 240.00 foot radius curve; thence along the arc of said curve right through a central angle of 15°48'16", a distance of 66.20 feet; thence N.00°46'24"E., 25.95 feet; thence N.89°13'36"W., 7.50 feet; thence N.00°46'24"E., 204.27 feet; thence N.89°24'05"W., 15.00 feet; thence S.00°46'24"W., 204.22 feet; thence N.89°13'36"W., 7.50 feet; thence S.00°46'24"W., 25.95 feet to a point of nontangent curvature; thence northwesterly along the arc of a 240.00 foot radius curve right (the radius point of which bears N.04°21'24"E.) through a central angle of 22°14'47", a distance of 93.19 feet; thence N.63°23'49"W., 53.81 feet to a point of curve left of a 160.00 foot radius curve; thence along the arc of said curve left through a central angle of 24°55'27", a distance of 69.60 feet; thence N.88°19'16"W., 236.53 feet to a point of curve left of a 60.00 foot radius curve; thence along the arc of said curve left through a central angle of 25°04'13", a distance of 26.25' more or less to the easterly right of way line of State

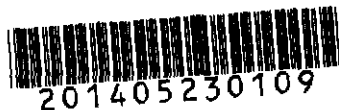
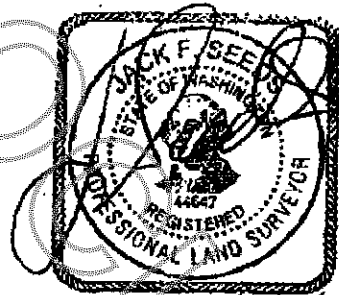


EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION CONT.

Route 5; thence S.00°32'26"W., 23.10 feet along said easterly right of way line to a point of nontangent curvature; thence leaving said easterly right of way line northeasterly along the arc of a 40.00 foot radius curve right (the radius point of which bears S.36°56'20"E.) through a central angle of 38°37'04", a distance of 26.96 feet; thence S.88°19'16"E., 236.53 feet to a point of curve right of a 140.00 foot radius curve; thence along the arc of said curve right through a central angle of 24°55'27", a distance of 60.90 feet; thence S.63°23'49"E., 53.81 feet to a point of curve left of a 260.00 foot radius curve; thence along the arc of said curve left through a central angle of 45°13'03", a distance of 205.19 feet to a point of curve right of a 290.00 foot radius curve; thence along the arc of said curve right through a central angle of 40°40'16", a distance of 205.86 feet to point curve left of a 210.00 foot radius curve; thence along the arc of said curve left through a central angle of 31°52'52", a distance of 116.85 feet to a point of curve right of a 790.00 foot radius curve; thence along the arc of said curve right through a central angle of 18°14'19", a distance of 251.48 feet to a point of curve left of a 85.00 foot radius curve; thence along the arc of said curve left through a central angle of 93°34'09", a distance of 138.81 feet; thence N.04°50'42"E., 100.38 feet to a point of curve right of a 40.00 foot radius curve; thence along said curve right through a central angle of 48°33'43", a distance of 33.90; thence N.53°24'25"E., 5.10 feet more or less to the TRUE POINT OF BEGINNING.

Containing 32,575 square feet, more or less.



10/14/2013



EXHIBIT C

TRAIL EASEMENT DEPICTION

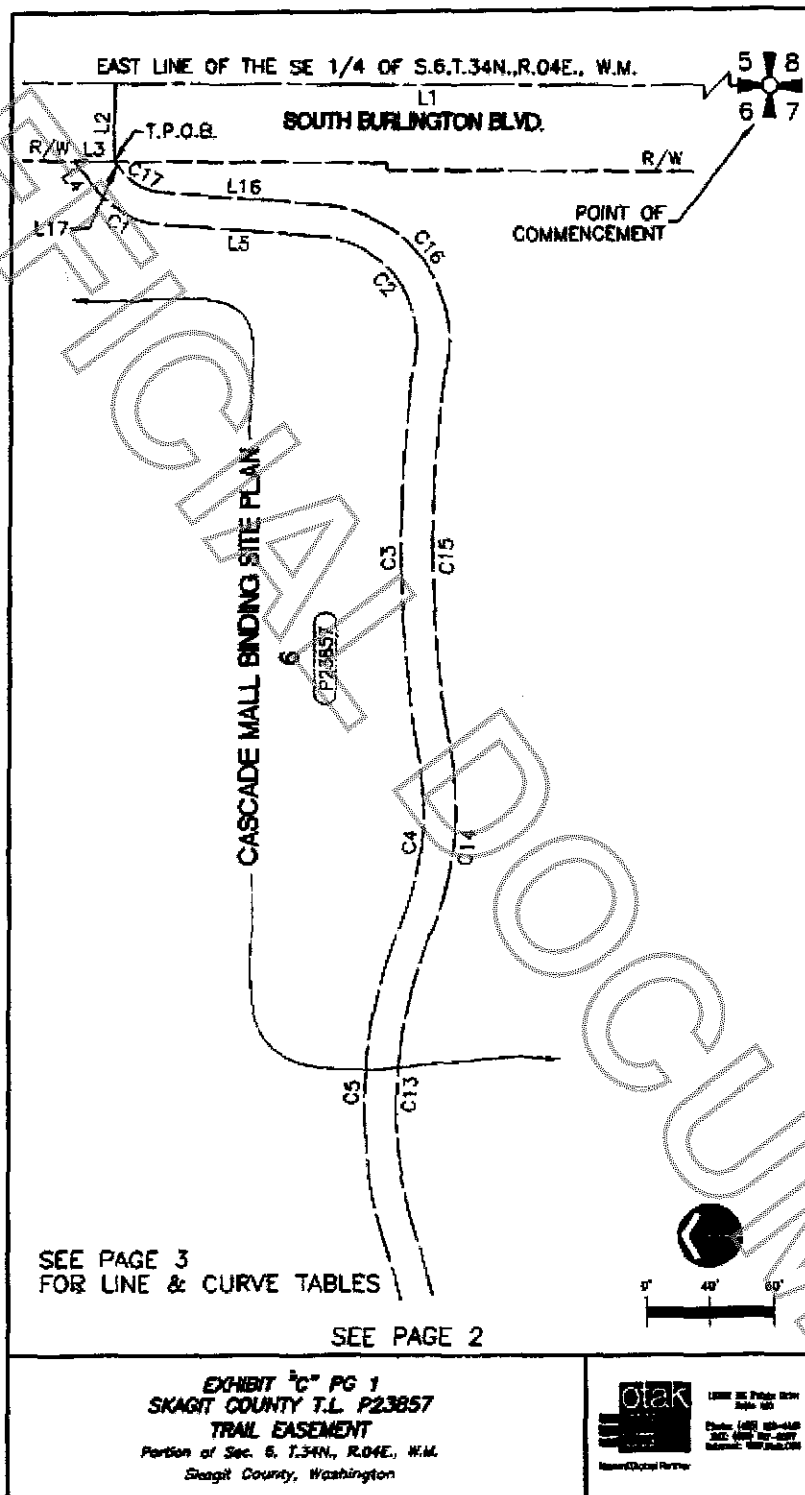
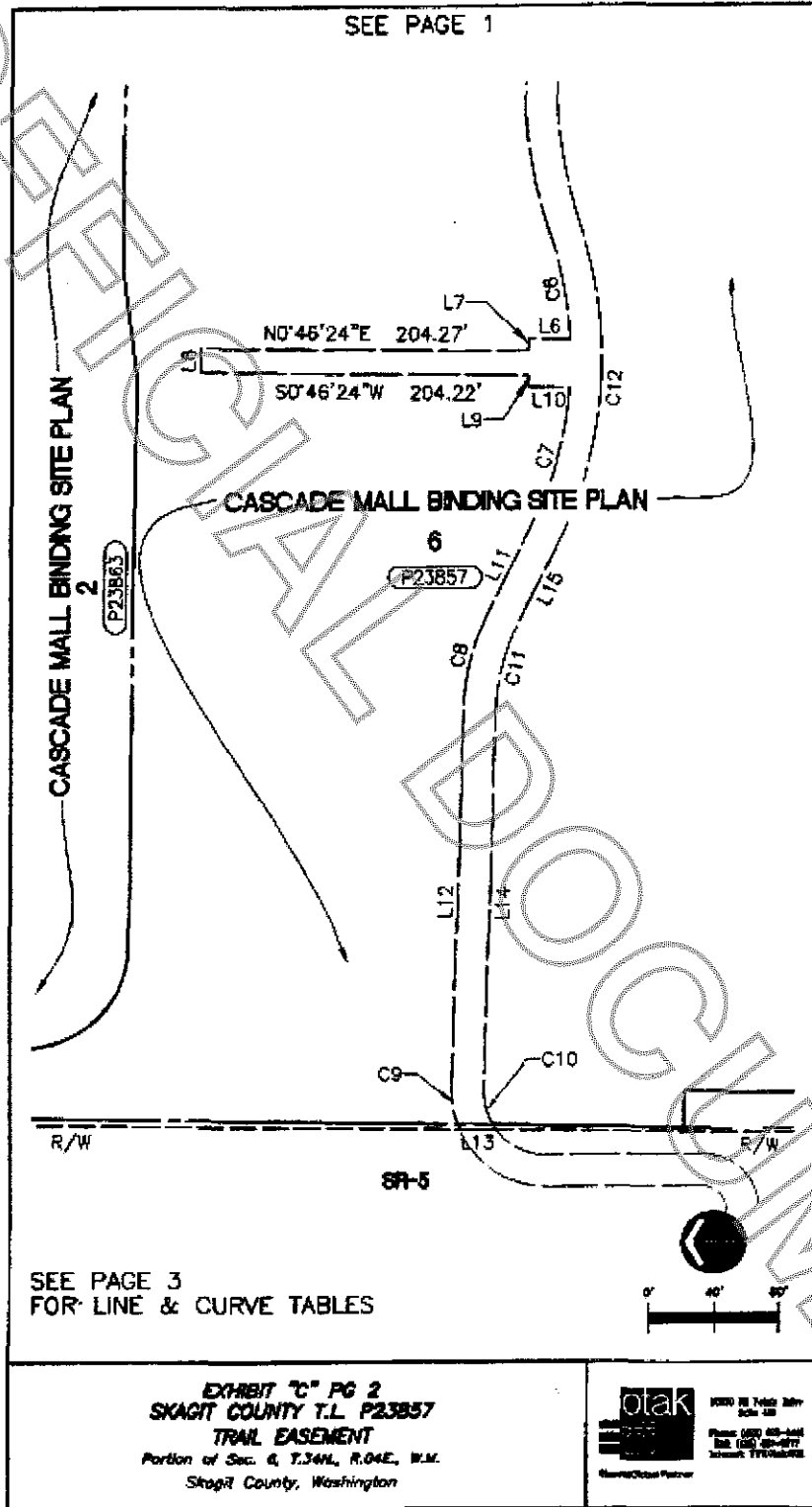


EXHIBIT C


TRAIL EASEMENT DEPICTION CONT.



**EXHIBIT C
TRAIL EASEMENT DEPICTION CONT.**

LINE TABLE			CURVE TABLE			
LINE #	BEARING	DISTANCE	CURVE #	DELTA	RADIUS	LENGTH
L1	N00°35'54"E	956.75'	C1	48°33'43"	60.00'	50.85'
L2	N89°24'06"W	50.00'	C2	93°34'09"	65.00'	106.15'
L3	N00°35'54"E	25.11'	C3	18°14'19"	810.00'	257.84'
L4	S53°24'25"W	20.27'	C4	31°52'52"	190.00'	105.72'
L5	S04°50'42"W	100.38'	C5	40°40'16"	310.00'	220.05'
L6	N00°46'24"E	25.95'	C6	15°48'16"	240.00'	66.20'
L7	N89°13'36"W	7.50'	C7	22°14'47"	240.00'	93.19'
L8	N89°24'05"W	15.00'	C8	24°55'27"	160.00'	69.60'
L9	N89°13'36"W	7.50'	C9	25°04'13"	60.00'	28.25'
L10	S00°46'24"W	25.95'	C10	38°37'04"	40.00'	26.96'
L11	N63°23'49"W	53.81'	C11	24°55'27"	140.00'	60.90'
L12	N88°19'16"W	236.53'	C12	45°13'02"	260.00'	205.19'
L13	S00°32'26"W	23.10'	C13	40°40'16"	290.00'	205.85'
L14	N88°19'16"W	236.53'	C14	31°52'52"	210.00'	116.85'
L15	N63°23'49"W	53.81'	C15	18°14'19"	790.00'	251.48'
L16	N04°50'42"E	100.38'	C16	93°34'09"	85.00'	136.81'
L17	S53°24'25"W	5.09'	C17	48°33'43"	40.00'	33.90'

EXHIBIT "C" PG 3
SKAGIT COUNTY T.L. P23857
TRAIL EASEMENT
 Portion of Sec. 8, T.34N., R.04E., W.M.
 Skagit County, Washington



800 85 8585
 509 525-5555
 FAX: 509 525-5557
 skagit@otak.com



EXHIBIT D

TRAIL EASEMENT
ADDITIONAL COVENANTS AND CONDITIONS

Notwithstanding anything to the contrary in this Trail Easement Agreement and exhibits thereto (collectively "Agreement"), the following additional covenants and conditions shall apply to the easement ("Easement") granted in this Agreement.

1. The City shall install, and shall be responsible to operate, maintain and keep in first class condition and repair, the Burlington I-5 Gages Slough Non-Motorized Crossing to be constructed on the easement area, including appurtenant improvements installed by the City (collectively the "Trail"). Not in limitation of any other provisions of this Agreement, the Trail shall also be installed, constructed, operated and maintained to the standards required by the City and the Washington State Department of Transportation (whichever are higher). The City represents and warrants that such standards include operating and maintaining the Trail in a first-class condition and manner.
2. The City shall give Grantor reasonable advance notice of any reconstruction, repair or maintenance of the Trail (except for routine maintenance and emergencies), and shall minimize as much as practicable any adverse impact of such activities (and of operating the Trail) on the condition and business operations of the adjacent Cascade Mall, including but not limited to impacting traffic on public streets and private Mall roadways and entrances. Notwithstanding the foregoing, in no event shall such activities that might adversely impact mall operations be conducted a) during hours Cascade Mall is open for business, nor b) during the periods of August 24 through September 6 and November 15 through January 10 of any given years, without prior approval from Grantor, except in case of emergency.
3. All installation, construction, operation, repair and maintenance shall be carried out with diligence and completed in a timely and good and workmanlike manner, in compliance with all applicable laws, ordinances, rules and regulations. Notwithstanding any other provisions of this Agreement, a) no construction materials or supplies, equipment or vehicles shall be staged, stored or parked within Cascade Mall, and b) no heavy construction vehicles shall enter the Cascade Mall property, including but not limited to Grantor's privately-owned Cascade Mall Drive and south Mall entrance, at any time, without prior approval of Mall management. This paragraph shall survive the termination of the Easement.
4. No hazardous materials (other than typical household cleaning materials) shall be released within property owned by Grantor, including but not limited to oil or gasoline emitted from work vehicles or otherwise used in connection with construction, maintenance and repair, but if the same should occur, the City shall immediately remove all such hazardous materials from Grantor's property and restore Grantor's property to its prior condition as much as is practicable, and shall also immediately notify Grantor in writing, and Grantor's local property manager by telephone and in writing, of such event. This paragraph shall survive the termination of the Easement.



5. The City shall indemnify Grantor and its affiliates, and their respective partners, members, directors, officers, agents, employees, representatives, consultants, contractors, subcontractors of every tier and insurers (the foregoing, including Grantor and its affiliates, collectively "Indemnitees") against and hold them harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by any of them as a result of or in connection with Grantee's use and exercise of the Easement in accordance with this Agreement, as well as any unauthorized use of Grantor's property. The City and its contractors and subcontractors of every tier shall maintain adequate insurance coverage to protect the Indemnitees and secure the foregoing covenant of indemnity. Not in limitation of the foregoing, a) the parties acknowledge that the City is constructing and operating the Trail for use by the public, and it is the intent of the parties that the Indemnitees shall have no liability to anyone in connection with any such claims, etc. arising in connection with use of the Trail by the public or the installation, construction, repair or operation of the Trail by the City, and b) should any event occur that could potentially give rise to claims, etc. against any of such Indemnitees, the City shall immediately notify the Grantor in writing, and Grantor's local property manager by telephone and in writing, of such event. This paragraph shall survive the termination of the Easement.

6. Grantor shall have the right at any time to relocate all or any portion of the Easement (and improvements constructed within the Easement), as well as the crosswalk to be constructed by the City on Cascade Mall Drive immediately north of the Easement, provided that such relocation shall be performed a) without cost to the City of Burlington, and b) with the review and right of approval by the City, of the new design, construction requirements and location of the relocated portions of the Easement and Trail, the approval of which shall not be unreasonably withheld, conditioned or delayed. The City shall give its approval (or give specific reasons for any conditions or disapproval) within forty-five (45) days after receiving Grantor's request for approval. Should the City disapprove or condition any aspect, the City shall cooperate diligently and in good faith with Grantor to resolve all differences and reach agreement expeditiously. The City acknowledges that a primary reason for granting this relocation right is to allow Grantor to ensure the Trail will not overlap or interfere with Grantor's development of areas within or adjacent to the Easement area in the future. The City of Burlington shall cooperate and join in execution and recordation of an amendment to this Agreement in the Official Records of the State of Washington, County of Skagit reflecting the new approved location, promptly following Grantor's request therefor. Notwithstanding such relocation, maintenance and repair of said improvements shall remain the obligation of the City of Burlington.

7. Contact information for notice by City to the Grantor and Grantor's local property manager as of the date of execution of this Agreement are:

Grantor:

PPR Cascade LLC
c/o Macerich, 401 Wilshire Blvd., Ste. 700
Santa Monica, CA 90401
Attn: Skip Kuhn, Vice President, Development
(310) 394-6000
[end]

Grantor's local property manager:

PPR Cascade LLC
c/o Cascade Mall, 201 Cascade Mall Drive
Burlington, WA 98233
Attn: Taylor Long, Senior Manager,
Property Management
(360) 757-2072



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