



201405230110

Skagit County Auditor \$81.00
5/23/2014 Page 1 of 10 3:11PM

After recording return document to:

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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

MAY 23 2014

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

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

Document Title: Temporary Construction Easement
Reference Number of Related Documents: N/A
Grantor(s): PPR Cascade LLC
Grantee(s): City of Burlington
Legal Description: Ptn Lot 2 and Ptn Lot 6, Cascade Mall Binding Site Plan
Additional Legal Description: See Exhibits A, B and C attached
Assessor's Tax Parcel Number: P23863, 340406-4-001-0225, P23857, 340406-4-001-0019

TEMPORARY CONSTRUCTION EASEMENT

Burlington I-5 Gages Slough Non-Motorized Crossing

This Temporary Construction Easement is made and entered into this 8th day of May, 2014, by and between **PPR Cascade LLC**, a Delaware limited liability company (together with its successors and assigns collectively hereinafter referred to as "Grantor"), and **City of Burlington**, a municipal corporation of the state of Washington, and its assigns (hereinafter collectively "City").

For and in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to City, subject to the covenants and conditions hereinafter contained, a temporary easement for construction purposes (for the purpose of constructing a non-motorized crossing), over, under, upon and across that certain real property, situated in the County of Skagit, state of Washington and described as follows:

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

It is understood that said Temporary Construction Easement shall extend for a period of twelve (12) months, commencing forty-eight (48) hours after the City, or its contractors or assigns, provides written notification to Grantor and its local property manager of the City's

TEMPORARY CONSTRUCTION EASEMENT

intent to commence construction, and terminating twelve (12) months thereafter, but in no event later than October 31, 2015.

Upon expiration of said Temporary Construction Easement, said temporary easement area shall be cleared of all debris and construction fencing and left in a neat, clean and presentable condition, as close as is practicable to the condition of the area before commencement of construction. This provision shall survive the termination of the Temporary Construction Easement.

It is understood and agreed that delivery of this Temporary Construction Easement Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Burlington unless and until this Temporary Construction Easement Agreement is accepted and approved hereon in writing by the City of Burlington by its signature hereto, and that certain Trail Easement of even date herewith is accepted and approved thereon in writing by the City of Burlington by its signature thereto.

OTHER TERMS OR CONDITIONS: See Exhibit D attached hereto.

PPR Cascade LLC, a Delaware limited liability company

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

By: [Signature]
Name: **Chet A. Crain**
Senior Vice President
Associate General Counsel

Its: _____
Executed: April 18, 2014

Accepted and Approved
City of Burlington

By: [Signature]
Name: Steve Sexton

Its: Mayor

Executed: May 8, 2014



TEMPORARY CONSTRUCTION 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

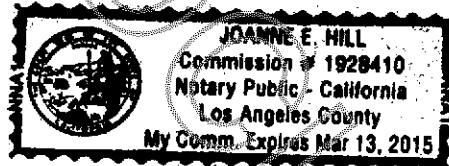


EXHIBIT A

ENTIRE PARCEL
LEGAL DESCRIPTION

Lot 2 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.

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.



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EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

That portion of the parcels described in Exhibit A lying within the TCE area as depicted on Exhibit C.



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EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DEPICTION

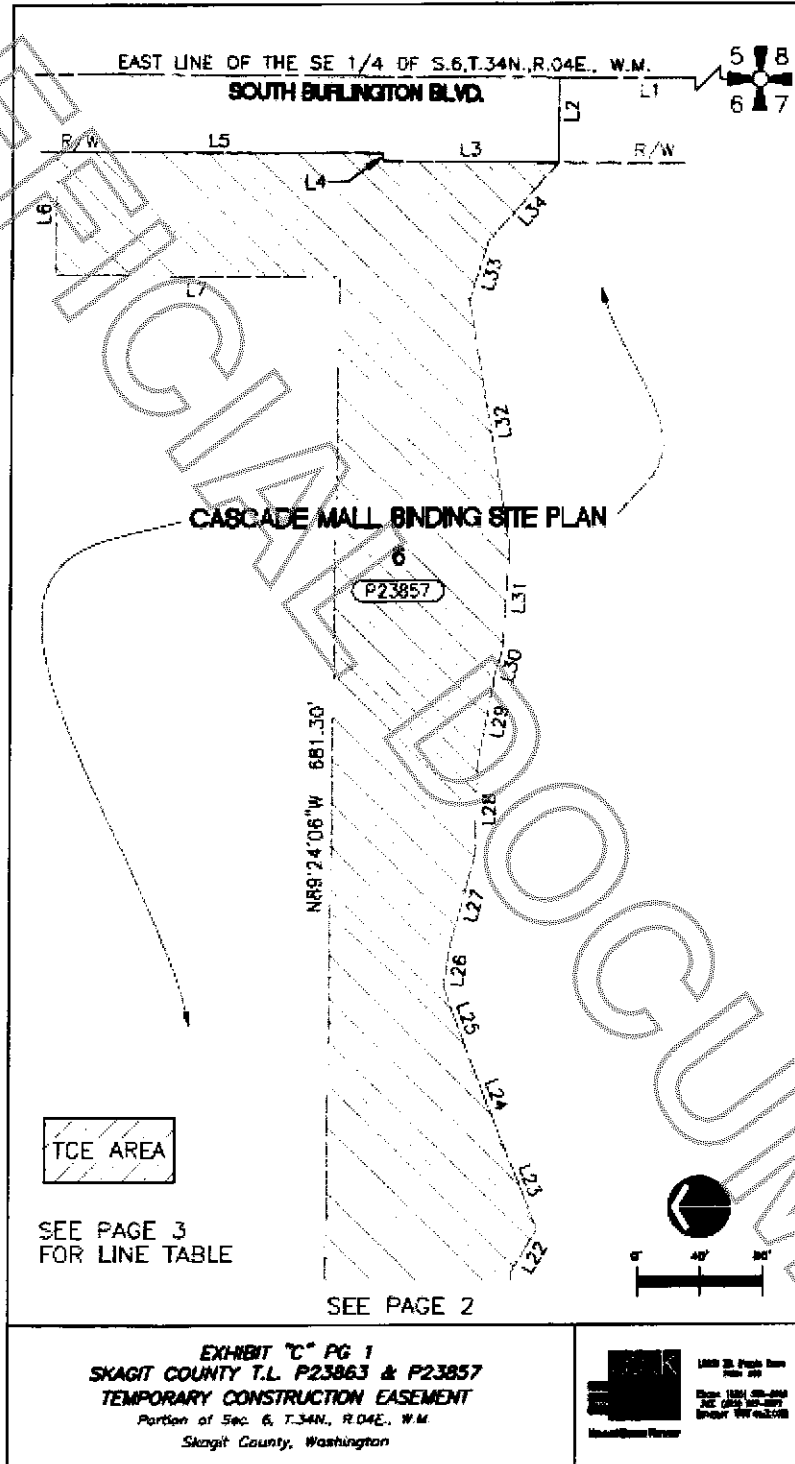


EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DEPICTION CONT.

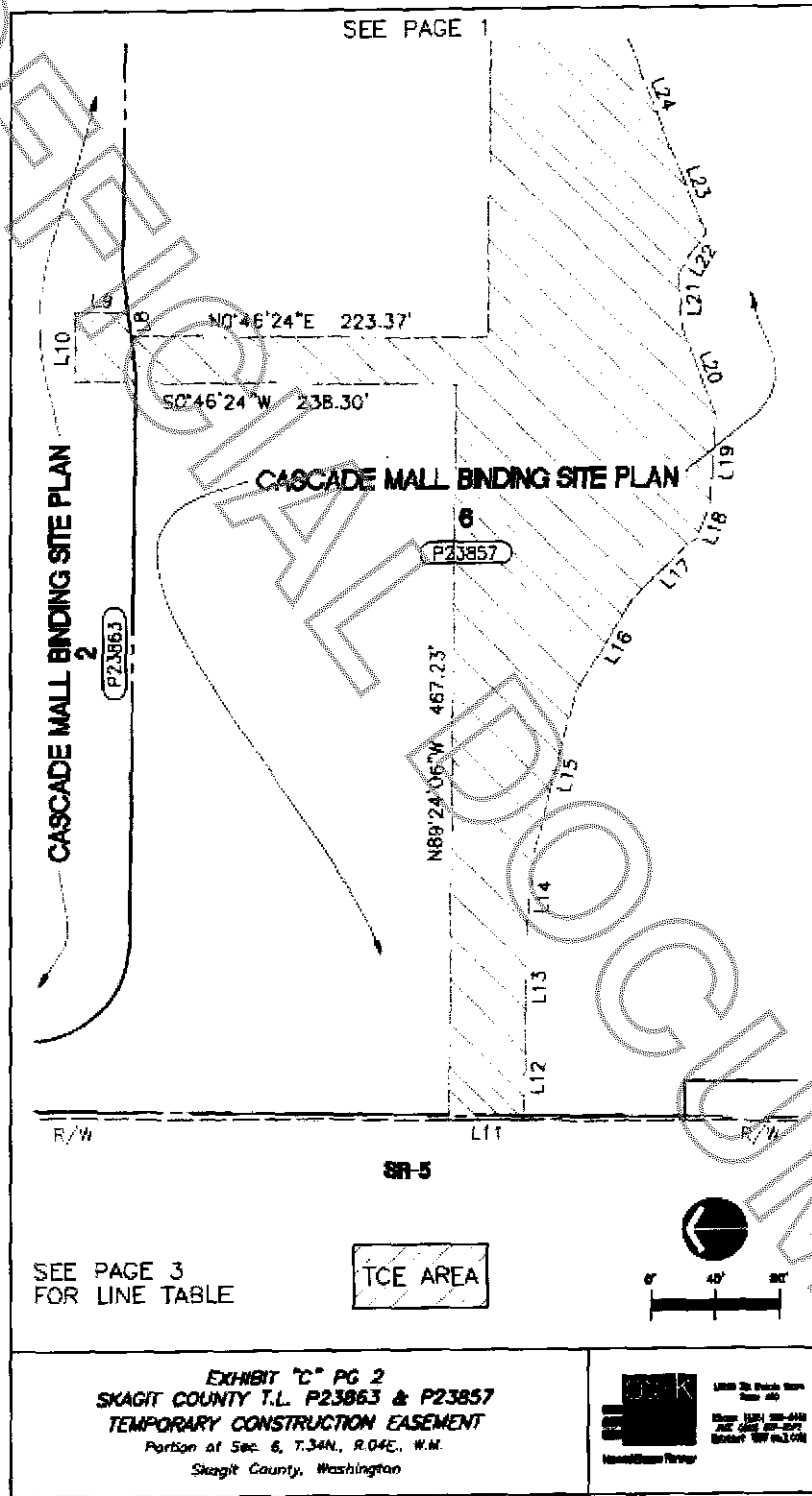


EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DEPICTION CONT.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°35'54"E	673.37'
L2	N89°24'06"W	55.00'
L3	N00°35'54"E	112.35'
L4	N86°47'02"E	5.01'
L5	N00°35'54"E	206.37'
L6	N89°24'05"W	80.00'
L7	S00°36'47"W	179.99'
L8	N82°38'09"E	14.23'
L9	N00°46'24"E	32.82'
L10	N89°13'36"W	44.09'
L11	S00°32'26"W	47.84'
L12	S88°46'58"E	53.69'
L13	S89°27'16"E	62.05'
L14	S84°52'59"E	54.55'
L15	S75°30'49"E	106.11'
L16	S58°01'27"E	73.93'
L17	S43°55'20"E	48.28'

LINE TABLE		
LINE #	BEARING	DISTANCE
L18	S66°19'29"E	21.56'
L19	S86°11'29"E	57.75'
L20	N69°52'28"E	59.99'
L21	N85°14'23"E	33.18'
L22	S58°18'28"E	32.35'
L23	N68°09'09"E	62.19'
L24	N69°19'49"E	57.33'
L25	N69°48'32"E	48.84'
L26	S82°15'57"E	24.42'
L27	S74°54'28"E	64.43'
L28	S89°02'13"E	57.57'
L29	S79°12'30"E	59.89'
L30	S73°06'06"E	15.96'
L31	S86°13'50"E	67.14'
L32	N80°30'59"E	160.04'
L33	S72°56'27"E	40.28'
L34	S48°25'33"E	67.30'


<p>EXHIBIT "C" PG 3 SKAGIT COUNTY T.L. P23863 & P23857 TEMPORARY CONSTRUCTION EASEMENT Portion of Sec. 6, T.34N., R.04E., W.M. Skagit County, Washington</p>	 <p>201405230110</p>
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EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT
ADDITIONAL COVENANTS AND CONDITIONS

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

1. Construction shall be performed in accordance with a schedule which shall be submitted in advance to Grantor for approval. Any proposed major deviations from such schedule shall be immediately submitted to Grantor for approval. Such Grantor approvals shall not be unreasonably withheld or delayed.

In connection with any construction or related activities, whether within or outside the adjacent Cascade Mall on which Grantor conducts its business operations ("Mall Property," defined to include Cascade Mall Drive, a private roadway owned by Grantor, and Grantor's property to the north thereof, including the south mall entrance), the City shall minimize as much as practicable any adverse impact of such activities on the condition and business operations of the Mall Property, including but not limited to, a) minimizing impact on traffic on public streets, mall parking areas and private Mall roadways and entrances, especially when such activities take place during the hours Cascade Mall is open for business, and b) other than when constructing the crosswalk referred to in paragraph 7 below, refraining from entering, using or damaging Mall parking areas and private Mall roadways and entrances.

Notwithstanding any of the foregoing, in no event shall any such construction or related activities be conducted within or outside Mall Property during the periods of August 24 through September 6 and November 15 through January 10 of any given years.

2. Construction and related activities adjacent to the department store building closest to the easement area shall be conducted in coordination with the Grantor. To initiate such communication and coordination, City shall notify the Grantor in writing, and also Grantor's local property manager by telephone and in writing, of its intent to commence construction adjacent to the department store, fourteen (14) days prior to commencing such construction.

3. Construction 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. This paragraph shall survive the termination of the Easement.

4. Not in limitation of any other provisions of this Agreement, no construction materials or supplies, equipment or vehicles shall be staged, stored or parked within Mall Property, and no heavy construction vehicles shall enter the Mall Property at any time, without prior approval of Mall management. At the close of construction activities each day, all construction debris shall be removed from the Mall Property, and the Mall Property shall be left in a clean, presentable condition.



5. 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, 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, 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.

6. Not in limitation of any other provisions of this Agreement, all construction and related activities and contractor obligations will comply with the requirements of the City and Washington State Department of Transportation contract language and construction guidelines and requirements (whichever are more stringent). The City represents and warrants that such standards require such construction to be completed in first-class manner and appearance.

7. The City's project includes construction of a crosswalk within Cascade Mall Drive connecting the Burlington I-5 Gages Slough Non-Motorized Crossing Trail to Cascade Mall. Not in limitation of any other provisions of this Agreement, the City will construct all improvements to the standards required by the City and Washington State Department of Transportation Guidelines (whichever are higher). The City represents and warrants that such standards require the crosswalk to be constructed in first-class manner and appearance.

8. The City shall provide adequate, functional restroom facilities, outside Mall Property, for use by construction workers and construction related visitors.

9. 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, 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.

10. 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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