



200701080155

Skagit County Auditor

1/8/2007 Page 1 of 6 11:28AM

RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY
1109307

**GRANTOR: KOHL'S DEPARTMENT STORES, INC.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lots 10, 11, and 15, City of Burlington BSP No. 01-04 & Portion Government Lot 8 7-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P121446; P121445; P121450; P23994**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KOHL'S DEPARTMENT STORES, INC., a Delaware corporation** ("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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. The approximate location of said centerline is shown on Exhibit "B" as hereto attached and by reference incorporated herein. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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

61307/105042411
UG Electric 11/1998
60944/106044783-
NW 28-34-4

No monetary consideration paid

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 16th day of October, 2006.

GRANTOR
KOHL'S DEPARTMENT STORES, INC.

[Handwritten Signature]

By: _____
Michael D. Distel
Title: Senior Vice President of Real Estate



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

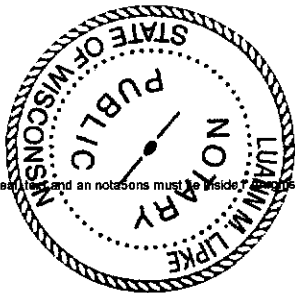
JAN 08 2007

Amount Paid \$ _____
By Skagit Co. Treasurer: _____ Deputy

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

On this 16th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared Michael D. Distel, to me known to be the person who signed as Senior Vice President of Real Estate, of KOHL'S DEPARTMENT STORES, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of KOHL'S DEPARTMENT STORES, INC. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said KOHL'S DEPARTMENT STORES, INC.

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



[Handwritten Signature]

(Signature of Notary)

LuAnn M. Lipke

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
residing at Waukesha, Wisconsin

My Appointment Expires: 10-18-09



EXHIBIT "A"

PARCEL "A".

Lots 10, 11 and 15, City of Burlington Binding Site Plan No. Burl-01-04/ Updated, entitled Newman Development of Burlington, LLC, Retail/Commercial Center, approved June 12, 2006 and recorded June 27, 2006 under Skagit County Auditor's File No. 200606270207, and being a portion of Government Lot 8 and the Southeast 1/4 of the Northeast 1/4, Section 7, Township 34 North, Range 4 East, W.M.

TOGETHER WITH an easement for ingress, egress and utilities as described in that instrument recorded on February 11, 2004 under Auditor's File No. 200402110099, records of Skagit County, Washington.

ALSO TOGETHER WITH an easement for ingress, egress and utilities as described in that instrument recorded on March 15, 2004 under Auditor's File No. 200403150158 and re-recorded April 8, 2004 under Auditor's file No. 200404080093, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B".

That portion of Government Lot 8 in Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of the Pacific Highway along the East line of said Government Lot, which is 16.5 feet South of the North line of said Government Lot; thence West parallel to the North Line of said Government Lot, 165 feet; thence South parallel to the East line of said Government Lot, 132 feet; thence East parallel to the North line of said Government Lot, 165 feet to the West line of said highway; thence North along said West line, 132 feet to the point of beginning.

TOGETHER WITH that portion of Tract "B", Skagit County Short Plat No. 57-74, approved November 6, 1974, and recorded November 8, 1974, in Volume 1 of Short Plats, page 4, under Skagit County Auditor's File No. 809823; being a portion of Government Lot 8, Section 7, Township 34 North, Range 4 East W.M., and being more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 8 (East 1/4 corner); thence North 89°21'56" West along the North line of said Government Lot 8 for a distance of 30.01 feet to the Northeasterly most corner of said Tract "B", Skagit County Short Plat No. 57-74 and being the true point of beginning; thence South 1°08'30" East along the East line of said Tract "B" Skagit County Short Plat No. 57-74 for a distance of 16.51 feet, more or less, to a Southeasterly corner of said Tract "B" Skagit County Short Plat No. 57-74, also being the Northeast corner of that certain



PARCEL "B" Continued:

Parcel No. 5 described on Quit Claim Deed to the A. Elliott Johnson Children's Trust of December 1992, recorded under Skagit County Auditor's File No. 9212170124; thence North 89°21'56" West along the North line of said A. Elliott Johnson Children's Trust tract, for a distance of 165.08 feet, more or less, to the Northwest corner thereof, also being a corner of said Tract "B" Skagit County Short Plat No. 57-74; thence North 1°08'30" West for a distance of 16.51 feet, more or less, to the North line of said Trace "B", Skagit County Short Plat No. 57-74 at a point bearing North 89°21'56" West from the point of beginning; thence South 89°21'56" East along said North line, also being the North line of said Government Lot 8 for a distance of 165.08 feet, more or less, to the point of beginning.

EXCEPT road right-of-way.

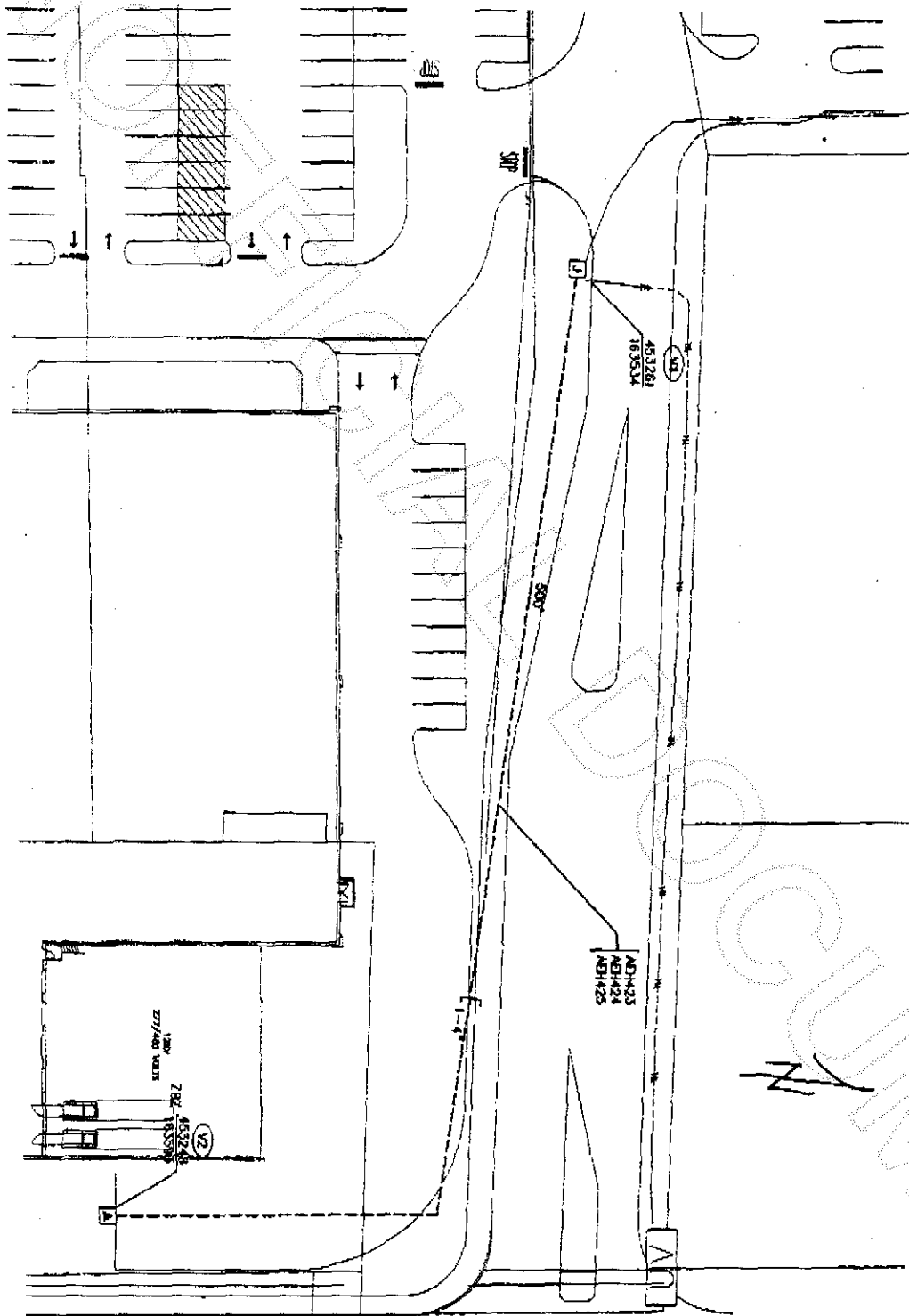
Situate in the County of Skagit, State of Washington.



200701080155

Skagit County Auditor

EXHIBIT "B"



Situate in the County of Skagit, State of Washington.



200701080155
Skagit County Auditor

EASEMENT ADDENDUM

Grantor: **KOHL'S DEPARTMENT STORES, INC.**

Grantee: **PUGET SOUND ENERGY, INC.**

Instrument Date: **OCTOBER 16, 2006**

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and are nonexclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s), provided, however, Grantor will not erect any building or major structure within the described easement area(s) or otherwise interfere or obstruct the rights and easements granted herein.

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other major structure within the described easement area as provided in Paragraph (c) herein (other than the building and major structures located on the property) as of the date of this easement, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder. Without limiting the generality of the foregoing, Grantee shall not obstruct any access to Grantor's Property or perform any maintenance, except in an emergency, during the period of time commencing November 1 and ending on the following January 15.

(f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.



200701080155
Skagit County Auditor