



201203050120

Skagit County Auditor

3/5/2012 Page 1 of 4 1:48PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GRANTOR: **BFO FACTORY SHOPPES LLC**
GRANTEE: **PUGET SOUND ENERGY, INC. GUARDIAN NORTHWEST TITLE CO.**
SHORT LEGAL: **Portion NE¼ 7-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P24037/340407-1-002-0013; P24041/340407-1-002-0401**
P101766/340407-1-002-0708

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BFO FACTORY SHOPPES 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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN. **ACCOMMODATION RECORDING ONLY**

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 – generally located west of and adjacent an existing curb nearest to the westerly boundary of the above described Property.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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

UG Electric 11/1998
RW-080803/105068561
NE¼ 7-34-4

No monetary consideration paid

any 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 24th day of February, 2012.

GRANTOR:
BFO FACTORY SHOPPES LLC

BY: Terri Springstead
Title: VP, Controller

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 05 2012

Amount Paid \$
Skagit Co. Treasurer
By MM Deputy

STATE OF ~~DELAWARE~~ Michigan)
COUNTY OF Muskegon) SS

Michigan On this 24th day of February, 2012, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Terri Springstead, to me known to be the person who signed as VP Controller of **BFO FACTORY SHOPPES LLC**, 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 **BFO FACTORY SHOPPES LLC** for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **BFO FACTORY SHOPPES LLC**

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

Jennifer A. Chartrand
(Signature of Notary)
Jennifer A. Chartrand
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____

My Appointment Expires: _____
JENNIFER A. CHARTRAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF MUSKEGON
MY COMMISSION EXPIRES Sep 18, 2017
ACTING IN COUNTY OF _____

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



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EXHIBIT "A"

Parcel A:

Lot 3, City of Burlington Short Plat No. 1-92 as approved July 18, 1989, and recorded July 27, 1992, in Volume 10 of Short Plats, page 105, under Auditor's File Number 9207270058, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East, W.M.

Parcel B:

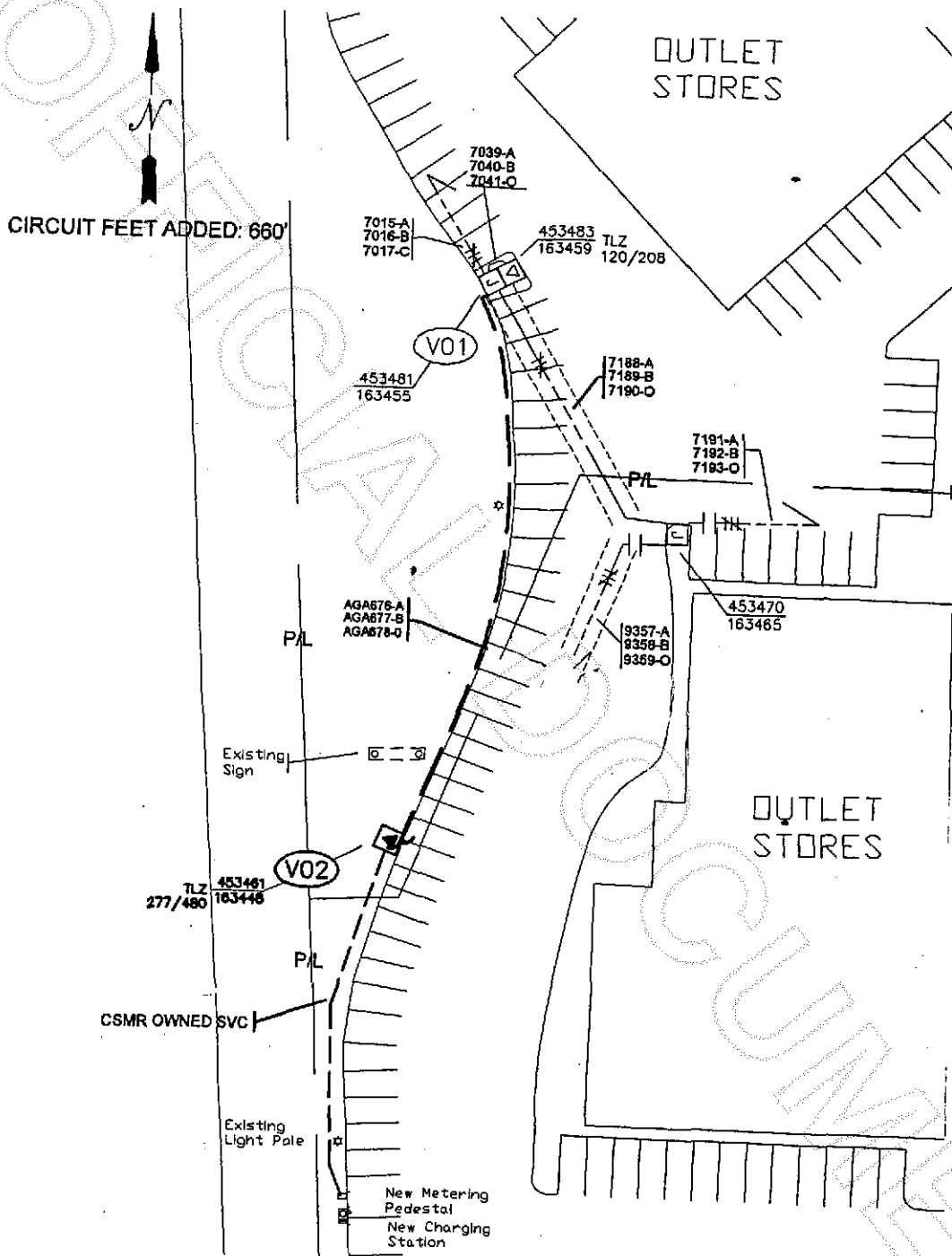
Parcels A and B, City of Burlington short Plat No. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File Number 9206110001, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East, W.M.

Situate in County of Skagit, State of Washington.



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