



200709170152

Skagit County Auditor

9/17/2007 Page 1 of 3 1:37PM

RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

19095-2

GRANTOR: M.V. GREENHOUSE, LLC

GRANTEE: PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Portion West Half 18-34-4 and portion 13-34-4

ASSESSOR'S PROPERTY TAX PARCEL: P26219/340418-0-130-0009

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **M.V. GREENHOUSE, LLC, a Washington 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.

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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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.

UG Electric 11/1998
NW 18-34-4
65710/105048573

No monetary consideration paid

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 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 23rd day of August, 2007.

GRANTORS
M.V. GREENHOUSE, LLC

BY: [Signature]

Title: Vice President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 17 2007

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

Amount Paid \$ 0
Skagit Co. Treasurer
By: [Signature] Deputy

On this 23rd day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. Bruce Gibson, to me known to be the person who signed as a member of M.V. GREENHOUSE, LLC, the limited liability 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 M.V. GREENHOUSE, LLC for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said M.V. GREENHOUSE, LLC.

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



[Signature]
(Signature of Notary)

Theresa M. Huff
(Print of stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Frlington

My Appointment Expires: 6/3/09

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



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EXHIBIT "A"

A portion of Section 13, Township 34 North, Range 4 East W.M. and the West ½ of Section 18, Township 34 North, Range 4 East W.M., Skagit County, Washington, described as follows:

Beginning at the North quarter corner of said Section 13, said point being on the North line of Lot 2, of Skagit County Short Plat No. 22-90, recorded in Book 10 of Short Plats, pages 111 and 112; thence along said North line, South 89°13'02" East, a distance of 850.15 feet to the Northeast corner of said Short Plat; thence along the East line thereof, South 01°15'37" West, a distance of 662.71 feet; thence South 89°10'15" East, a distance of 1644.26 feet to the East line of Said Section 13; thence along said East line, North 00°57'36" West, a distance of 610.69 feet to an existing fence; thence along said fence, North 88°52'08" East, a distance of 127.45 feet; thence continuing along said fence and a projection thereof, North 00°14'01" West, a distance of 326.10 feet to the South line of the North 40 feet of said Section 18; thence along said South line, South 89°29'11" East, a distance of 360.26 feet to the West line of the East 176 feet of the North 224 feet of the West ½ of Government Lot 1 of said Section 18; thence along said West line, South 00°44'51" East, a distance of 184.04 feet to the South line of said North 224 feet; thence along said South line, South 89°29'11" East, a distance of 167.96 feet to a projection of a fence coming from the South; thence along said fence and projection thereof, South 00°52'09" East, a distance of 1266.41 feet; thence North 89°13'02" West, a distance of 3162.30 feet to and existing fence; thence along said fence and projection thereof the following six (6) courses and distances:

Thence North 00°42'21" East, a distance of 463.34 feet; thence South 84°56'28" West, a distance of 686.87 feet; thence South 10°59'52" West, a distance of 74.47 feet; thence South 84°24'33" West, a distance of 348.53 feet; thence North 05°05'12" West, distance of 87.68 feet; thence North 85°00'17" West, a distance of 137.38 feet to the East right-of-way line of the County Road;

Thence along said County Road to the most Westerly corner of Said Lot of Short Plat No. 22-90; thence along the Westerly and Northerly boundary of said Lot 2 to the point of beginning;

EXCEPT roads and dike right-of-way;

ALSO EXCEPT THEREFROM, any portion thereof lying within the four following described tracts:

1. Those portions along the North line thereof lying within Parcel 5 of those certain premises conveyed to The Krangnes Family Limited Partnership dated November 19, 1996, by Deed recorded January 29, 1997 as Auditor's File No. 9701290028;
2. That portion along the South line thereof lying within those premises conveyed to Gerald Koeffel by Deed recorded February 15, 1963 as Auditor's File No. 632197;
3. That portion in the Southwest corner thereof lying with those certain premises conveyed to Theodore C. Hutchinson by Deed recorded January 22, 1990, as Auditor's File No. 9001220043; and
4. That portion in the Northeast corner thereof lying within those certain premises conveyed to Elsie Fortin, et al, by Deed recorded July 13, 1998 as Auditor's File No. 9807130095.

Situate in the County of Skagit, State of Washington.



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