



200812150138
Skagit County Auditor

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200811240137
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Refer to exhibit 1

RETURN ADDRESS:

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

EASEMENT

GRANTOR: **SPRING MEADOWS, L.L.C.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Lot 2 & 3 BSP 1-00 (adjusted) in NW¼ 8-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P116510 & P116511**

ACCOMMODATION RECORDING ONLY

079267

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SPRING MEADOWS, L.L.C.**, 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 as requested by Grantors, their successors and assigns. This easement legal description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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.

Grantor acknowledges that Grantee has an existing easement for transmission and distribution of electric power on the Westerly portion of the above described Property as delineated on the face of said Burlington Binding Site Plan 1-00. Grantor agrees to the following terms and conditions:

- 3a. No area lights shall be installed within said delineated easement area.
- 3b. No fire hydrants shall be installed within said delineated easement area.
- 3c. The parking lot pavement area within said delineated easement area shall be constructed to H20 loading for heavy truck access.

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 14th day of NOVEMBER, 2008.

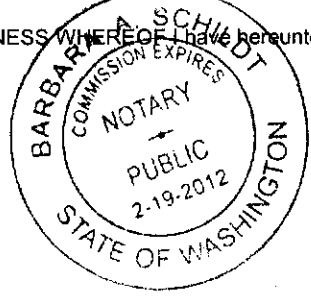
GRANTOR:
SPRING MEADOWS, L.L.C.

BY: Michael V. Fohn
 Michael V. Fohn, Manager of SPRING MEADOWS, L.L.C.

SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX
 NOV 24 2008

STATE OF WASHINGTON)
) SS
 COUNTY OF _____)
 On this 14th day of November, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael V. Fohn**, to me known to be the person(s) who signed as **Manager of SPRING MEADOWS, L.L.C.**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **SPRING MEADOWS, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **SPRING MEADOWS, L.L.C.**.

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



Barbara A. Schilde
 (Signature of Notary)
BARBARA A. SCHILDE
 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of Washington,
 residing at Burlington
 My Appointment Expires: 2/19/12

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



EXHIBIT "A"

PARCEL A:

Lot 2 of the City of Burlington Binding Site Plan 1-00, approved March 1, 2000 and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East W.M.

EXCEPT that portion of said Lot 2 described as follows:

Beginning at the Northwest corner of said Lot 2;
Thence South $0^{\circ}09'29''$ East, along the West line of said Lot 2, a distance of 36.14 feet;
Thence North $88^{\circ}40'21''$ East 174.30 feet, more or less, to the East line of said Lot 2;
Thence North $1^{\circ}19'39''$ West, along the East line thereof, 36.13 feet to the Northeast corner of said Lot 2;
Thence South $88^{\circ}40'21''$ West 173.57 feet, more or less, to the point of beginning.

ALSO EXCEPT that portion of said Lot 2 described as follows:

Beginning at the Southwest corner of said Lot 2;
Thence North $88^{\circ}40'21''$ East along the South line thereof, 127.12 feet;
Thence North $89^{\circ}47'25''$ West 127.09 feet to the West line of said Lot 2;
Thence South $0^{\circ}09'29''$ East, along said line, 3.41 feet to the point of beginning.

TOGETHER WITH that portion of Lot 3 of said Binding Site Plan described as follows:

Beginning at the Northwest corner of said Lot 3;
Thence North $88^{\circ}40'21''$ East, along the North line thereof, 127.12 feet to the true point of beginning;
Thence continue North $88^{\circ}40'21''$ East 51.54 feet to the Northeast corner of said Lot 3;
Thence South $0^{\circ}12'35''$ West, along the East line thereof, 1.38 feet to a point which lies South $89^{\circ}47'25''$ East from the true point of beginning;
Thence North $89^{\circ}47'25''$ West to the true point of beginning.



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EXHIBIT "A"
(continued)

PARCEL B:

Lot 3 of the City of Burlington Binding Site Plan 1-00, approved March 1, 2000 and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East W.M.

TOGETHER WITH that portion of Lot 2 of said Binding Site Plan described as follows:

Beginning at the Southwest corner of said Lot 2;
Thence North 88°40'21" East along the South line thereof, 127.12 feet;
Thence North 89°47'25" West 127.09 feet to the West line of said Lot 2;
Thence South 0°09'29" East, along said line, 3.41 feet to the point of beginning.

EXCEPT that portion of said Lot 3 described as follows:

Beginning at the Northwest corner of said Lot 3;
Thence North 88°40'21" East, along the North line thereof, 127.12 feet to the true point of beginning;
Thence continue North 88°40'21" East 51.54 feet to the Northeast corner of said Lot 3;
Thence South 0°12'35" West, along the East line thereof, 1.38 feet to a point which lies South 89°47'25" East from the true point of beginning;
Thence North 89°47'25" West to the true point of beginning.

TOGETHER WITH that portion of Lot 4 of said Binding Site Plan described as follows:

Beginning at the Northwest corner of said Lot 4;
Thence South 0°09'29" East, along the West line thereof, 8.23 feet;
Thence South 89°47'25" East 177.17 feet to the East line of said Lot 4;
Thence 0°12'35" East, along the East line thereof, 12.99 feet to the Northeast corner of said Lot 4;
Thence South 88°40'21" West 177.29 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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