



201002010093

Skagit County Auditor

2/1/2010 Page 1 of 4 1:27PM

RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9403

GRANTOR: SILVER LAKE HOLDINGS
GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion SW ¼ 5-34-2

ASSESSOR'S PROPERTY TAX PARCEL: P20020/340205-3-007-0000; P20016/340205-3-004-0003

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SILVER LAKE HOLDINGS, INC., a Washington 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 – generally located as 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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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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 23rd day of JANUARY, 2010.

GRANTOR - **SILVER LAKE HOLDINGS, INC.**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Richard W. T. Eyster

Title: President

FEB 01 2010

STATE OF WASHINGTON)

COUNTY OF SKagit

) SS

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

On this 23rd day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard W. T. Eyster to me known to be the person who signed as President, of **SILVER LAKE HOLDINGS, 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 **SILVER LAKE HOLDINGS, 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 **SILVER LAKE HOLDINGS, INC.**

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



Notary seal, text and all notations must be inside 4" margins

Sandra C. Hamm
(Signature of Notary)
Sandra C. Hamm
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham

My Appointment Expires: 04-27-2013



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"Exhibit A"

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. ACCORDING TO AUDITOR'S FILE NUMBER 200201180005, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 165 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE N $00^{\circ}40'37''$ E, ALONG THE EAST LINE OF SAID WEST 165 FEET, A DISTANCE OF 264.08 FEET TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID SUBDIVISION; THENCE N $87^{\circ}54'28''$ W ALONG THE NORTH LINE OF SAID SOUTH 264 FEET, A DISTANCE OF 165.05 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N $00^{\circ}40'37''$ E ALONG SAID WEST LINE, A DISTANCE OF 556.12 FEET TO A POINT WHICH IS 18 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF THE EASEMENT FILED IN AUDITOR'S FILE NUMBER 9606030090 AND SHOWN ON THE SURVEY RECORDED IN VOLUME 18 OF SURVEYS AT PAGE 183 THROUGH 188; THENCE NORTHERLY AND EASTERLY ALONG A LINE THAT IS PARALLEL WITH AND 18 FEET EASTERLY AND SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES OF SAID CENTERLINE, A DISTANCE OF 1096 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE S $88^{\circ}22'20''$ E ALONG THE NORTH LINE THEREOF, A DISTANCE OF 177.26 FEET TO THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S $00^{\circ}33'50''$ W ALONG THE EAST LINE OF SAID WEST 330 FEET, A DISTANCE OF 663.53 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S $88^{\circ}08'22''$ E ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 3.59 FEET TO THE NORTHWEST CORNER OF LOT "B", SHORT PLAT NO. 17-83, RECORDED IN VOLUME 6 OF SHORT PLATS AT PAGE 69; THENCE S $00^{\circ}20'27''$ W ALONG THE WEST LINE THEREOF, A DISTANCE OF 643.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT "B" AND THE NORTH LINE OF MILLER ROAD; THENCE N $87^{\circ}54'28''$ W ALONG SAID NORTH LINE OF MILLER ROAD, A DISTANCE OF 146.00 FEET TO THE EAST LINE OF THE VACATED MARCHES POINT AND BURROWS BAY ROAD AS SHOWN ON THE ABOVE DESCRIBED SURVEY; THENCE S $46^{\circ}24'31''$ W ALONG THE EAST LINE OF SAID VACATED ROAD, DISTANCE OF 27.95 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE N $87^{\circ}54'28''$ W ALONG SAID SECTION LINE, A DISTANCE OF 668.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO, A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. IN SKAGIT COUNTY WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 8 AND THE NORTH LINE OF A PRIVATE ROAD FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 8 ACCORDING TO THE SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER (AFN) 9610220001, RECORDS OF SKAGIT COUNTY, BEARS N $87^{\circ}54'28''$ W, 1264.39 FEET; THENCE ALONG SAID NORTH SECTION LINE S $87^{\circ}54'28''$ E, 62.36 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER FROM WHICH A REBAR AND CAP



MARKED "LS 17651" BEARS N 87°54'28" W, 1.68 FEET' THENCE CONTINUING ALONG SAID NORTH SECTION LINE S 87°54'28" E, 384.38 (384.87 PER PARCEL H, AFN 200612280082) FEET TO THE INTERSECTION OF THE NORTH LINE OF MILLER ROAD; THENCE TURNING AND FOLLOWING THE NORTH LINE OF MILLER ROAD S 85°34'37" W 221.66 FEET; THENCE CONTINUING ALONG THE NORTH LINE OF MILLER ROAD S 76°29'29" W, 77.23 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID PRIVATE ROAD; THENCE ALONG THE NORTH LINE OF SAID PRIVATE ROAD THE FOLLOWING FOUR COURSES, N 74°50'29"W, 36.82 FEET; N 53°25'21" W, 16.03 FEET' N 62°26'54" W, 34.40 FEET; N 78°46'54" W, 72.86 FEET TO THE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON AND BEING A PORTION OF THAT PROPERTY DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200201180005 DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF A PRIVATE ROAD LYING NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 5 AND LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, AND THE NORTH LINE OF SAID PRIVATE ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 5 ACCORDING TO SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 9610220001, RECORDS OF SKAGIT COUNTY, BEARS N 87°54'28" W, 1264.39 FEET; THENCE ALONG THE NORTH LINE OF SAID ROAD THE FOLLOWING FIVE COURSES; N 76°31'47" W, 34.28 FEET; N 85°33'59" W, 88.08 FEET; N 87°32'42" W, 124.20 FEET; S 88°38'56" W, 65.91 FEET; N 87°03'21" W, 124.62 FEET TO THE WEST BOUNDARY OF SAID PARCEL DESCRIBED UNDER AUDITOR'S FILE NUMBER 200201180005; THENCE S 00°40'37" W, 9.04 FEET BEING THE TERMINUS OF SAID LINE AND FROM WHICH THE POINT OF BEGINNING BEARS, S 87°54'28" E, ALONG SAID SECTION LINE, 435.97 FEET.

