



201003290136

Skagit County Auditor

3/29/2010 Page 1 of 3 1:48PM

**RETURN ADDRESS:**

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO

GRANTOR: JACK & JOAN HILDE FAMILY, L.L.C.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Tr 2 SP 44-87 in NE 9-34-3  
ASSESSOR'S PROPERTY TAX PARCEL: P117970

ACCOMMODATION RECORDING ONLY

m9417

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JACK & JOAN HILDE FAMILY, 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 – said centerline is generally described as beginning at a point on the west line of the above described Property that is 5 feet south of the Northwest corner of said Property; thence east 300 feet, more or less, thence south 300 feet, more or less; thence southwesterly 70 feet, more or less, to the terminus of said centerline. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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 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

*No monetary consideration paid*

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 18 day of March, 2010.

GRANTOR: **JACK & JOAN HILDE FAMILY, L.L.C.**

BY: *Jack Hilde*  
**JACK HILDE, MANAGER**

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

MAR 29 2010

CONSENT BY LESSEE: **SMOKY POINT CONCRETE, INC., a Washington Corporation**

BY: *Mark Crawford*  
**MARK CRAWFORD, President**

Skagit County Treasurer  
By: *Lp* Deputy

STATE OF WASHINGTON)  
COUNTY OF Snohomish ) ss

On this 18 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JACK HILDE**, to me known to be the **MANAGER** of the **JACK & JOAN HILDE FAMILY, L.L.C.**, a Washington limited liability company, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument.

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



*Muriel L. Wright*  
(Signature of Notary)  
Muriel L. Wright  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Island County  
My Appointment Expires: 2/12/2011

STATE OF WASHINGTON)  
COUNTY OF Snohomish ) ss

On this 18 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARK CRAWFORD**, to me known to be the person who signed as **PRESIDENT**, of **SMOKY POINT CONCRETE, 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 **SMOKY POINT CONCRETE, 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 **SMOKY POINT CONCRETE, INC.**

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



*Muriel L. Wright*  
(Signature of Notary)  
Muriel L. Wright  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Island County  
My Appointment Expires: 2/12/2011

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



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Skagit County Auditor

EXHIBIT "A"

That portion of Tract 2, Skagit County Short Plat No. 44-87, approved December 29, 1987, and recorded December 30, 1987, in Volume 8 of Short Plats, page 11, under Auditor's File Number 8712300001, records of said County and State, being a portion of the Northwest Quarter of the Northeast Quarter of Section 9, Township 34 North, Range 3 E.W.M., lying East of that portion conveyed to Skagit County for road and utility purposes by deed recorded as Skagit County Auditor's File Number 200107270007, lying Northerly of the centerline of that certain 50 foot wide oil pipeline easement conveyed to Trans Mountain Oil Pipeline Corp. by instrument dated July 9, 1954 and recorded September 16, 1954 under Auditor's File Number 506571, in the Auditor's office of said County and State, and lying South of the following described line:

Commencing at the Northeast corner of said Tract 2; thence South 01°15'35" West along the East line thereof, a distance of 607.51 feet to the point of beginning of said described line; thence North 88°50'18" West along said line, a distance of 486.45 feet to a point on the East line of said Skagit County tract and the end of said described line.

All of the above being a portion of the Northwest Quarter of the Northeast Quarter of Section 9, Township 34 North, Range 3 E.W.M.

Said premises also known as Parcel "A", Assessor's Property Tax Parcel P117970 of that certain Boundary Line Adjustment recorded as Auditor's File Number 200803040059.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor