



201103280098

Skagit County Auditor

3/28/2011 Page 1 of 2 1:38PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: COUGAR PEAK, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ in 3-34-5
ASSESSOR'S PROPERTY TAX PARCEL: Portion P35722, P35737 & P35734

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m4546

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **COUGAR PEAK, 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:

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 E.W.M. EXCEPT THAT PORTION LYING NORTH OF THE COUNTY ROAD, COMMONLY KNOWN AS GRIPP ROAD, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED APRIL 14, 1915, UNDER AUDITOR'S FILE NUMBER 107444 AND 107452.

PARCEL B:

SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 E.W.M., EXCEPT THE NORTH 385 FEET OF THE WEST 53 FEET THEREOF;
TOGETHER WITH THE EAST 120 FEET OF THE SOUTH 170 FEET OF THE NORTH 555 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 E.W.M.

PARCEL C:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 E.W.M. EXCEPT THE EAST 120 FEET OF THE SOUTH 170 FEET OF THE NORTH 555 FEET THEREOF;
TOGETHER WITH THE NORTH 385 FEET OF THE WEST 53 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 E.W.M.

COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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 16th day of March, 2011.

GRANTOR:
COUGAR PEAK, LLC

BY: [Signature]
Title: owner

BY: _____
Title: _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAR 28 2011

Amount Paid \$ /
Skagit Co. Treasurer
By RAM Deputy

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 16th day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Swift, to me known to be the owner and president, respectively of the **COUGAR PEAK, LLC**, 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 they were 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.



[Signature]
(Signature of Notary)

Linda I. Sanders
(Print or stamp name of Notary)

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

My Appointment Expires: 5/14/11

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



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