



201206070082

Skagit County Auditor

6/7/2012 Page

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5 1:49PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98223

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

REFERENCE #: 111017026

GRANTOR: DEVRIES DAIRY LIMITED PARTNERSHIP

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: NE¼, S2, T34N, R4E (part of)

ASSESSOR'S PROPERTY TAX PARCEL: P23430/340402-1-002-0000 (part of)

m9649

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DEVRIES DAIRY LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP** ("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, along, across and through the following described real property ("Property" herein) in **SKAGIT** County, Washington:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. LYING SOUTHERLY AND EASTERLY OF THE SOUTHERLY AND EASTERLY MARGINS OF FRANCIS ROAD AS DESCRIBED IN STATUTORY WARRANTY DEED DATED MAY 1, 2012 AND RECORDED UNDER AUDITOR'S FILE NO. 201205110149 RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE 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:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

ALSO, THE RIGHT TO EXTEND AND ESTABLISH POLE ANCHOR(S) ON GRANTOR'S PROPERTY ADJACENT THERETO.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20121659

JUN 07 2012

Amount Paid \$ 28.82
Skagit Co. Treasurer
By *chdm* Deputy

4. **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.

5. **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.

6. **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.

7. **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 May, 2012.

GRANTOR:

DEVRIES DAIRY LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP

BY: Fred DeVries

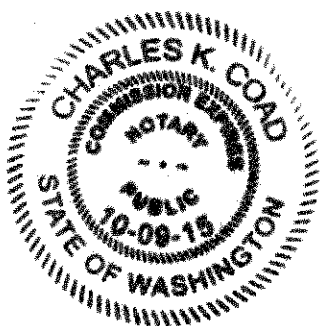
FRED DEVRIES, VICE PRESIDENT OF DV MANAGEMENT CORPORATION
WHICH IS THE GENERAL PARTNER FOR DEVRIES DAIRY LIMITED PARTNERSHIP

BY: _____

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 16th day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred DeVries and _____ to me known to be the person(s) who signed as General Partner and _____ of DEVRIES DAIRY LIMITED PARTNERSHIP and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of DEVRIES DAIRY LIMITED PARTNERSHIP for the uses and purposes therein mentioned; and on oath stated that he/she/they is/are authorized to execute the said instruction on behalf of said DEVRIES DAIRY LIMITED PARTNERSHIP.

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



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at Snohomish, WA

My Appointment Expires: 10/9/15



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Skagit County Auditor

UNOFFICIAL DOCUMENT



EXHIBIT "A"

TRACT A

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2,
THENCE N89°23'00"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 2631.93 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2,
THENCE N2°12'23" E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 2 2688.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SAID NORTHEAST QUARTER OF SAID SECTION 2,
THENCE CONTINUING N2°12'23"E ALONG SAID SUBDIVISION LINE 152.02 FEET TO THE SOUTHEASTERLY MARGIN OF THE REVISED FRANCIS ROAD RIGHT OF WAY AS DEPICTED ON THOSE PLANS ON FILE WITH SKAGIT COUNTY PUBLIC WORKS UNDER PROJECT No. ES79000-5,6,7 DATED 8/17/77,
THENCE NORTHEASTERLY ALONG SAID SAID RIGHT OF WAY MARGIN ALONG A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N30°55'12"W 1104.98 FEET THROUGH A CENTRAL ANGLE OF 14°06'59" AN ARC LENGTH OF 272.24' TO THE POINT OF BEGINNING OF SAID EASEMENT,
THENCE S35°52'53"W 67.05 FEET,
THENCE S54°07'07"E 25.00 FEET,
THENCE N35°52'53"E 932.64 FEET MORE OR LESS TO SAID SOUTHEASTERLY REVISED FRANCIS ROAD RIGHT OF WAY,
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN ALONG A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS S39°46'53"E 1124.98 FEET THROUGH A CENTRAL ANGLE OF 6°40'40" AN ARC LENGTH OF 131.12 FEET,
THENCE S35°52'53"W 330.03 FEET TO A POINT ON SAID REVISED RIGHT OF WAY MARGIN,
THENCE S31°46'22"W ALONG SAID RIGHT OF WAY MARGIN 153.73 FEET TO A POINT OF CURVE TO THE RIGHT,
THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1104.98 FEET THROUGH A CENTRAL ANGLE OF 137°11'27" AN ARC LENGTH OF 254.39 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TRACT B

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2,
THENCE N89°23'00"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 2631.93 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2,
THENCE N2°12'23" E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 2 2688.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SAID SECTION 2,
THENCE CONTINUING N2°12'23"E ALONG SAID SUBDIVISION LINE 152.02 FEET TO THE SOUTHEASTERLY MARGIN OF THE REVISED FRANCIS ROAD RIGHT OF WAY AS DEPICTED ON THOSE PLANS ON FILE WITH SKAGIT COUNTY PUBLIC WORKS UNDER PROJECT No. ES79000-5,6,7 DATED 8/17/77,
THENCE NORTHEASTERLY ALONG SAID SAID RIGHT OF WAY MARGIN ALONG A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS N30°55'12"W 1104.98 FEET THROUGH A CENTRAL ANGLE OF 27°18'25" AN ARC LENGTH OF 526.63 FEET,
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN N31°46'22"E 253.47 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1124.98 FEET,
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°34'50" AN ARC LENGTH OF 855.69 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT,
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1124.98 FEET THROUGH A CENTRAL ANGLE OF 6°00'56" AND ARC LENGTH OF 118.12 FEET,
THENCE S89°24'49"E LEAVING SAID RIGHT OF WAY MARGIN A DISTANCE OF 517.62 FEET TO A POINT ON THE REVISED SOUTH RIGHT OF WAY MARGIN OF SAID FRANCIS ROAD,
THENCE S88°37'39"E ALONG SAID RIGHT OF WAY 221.04 FEET TO THE END OF SAID FRANCIS ROAD REVISION,
THENCE N1°22'21"E 3.03 FEET,
THENCE S89°24'49"E 10.00 FEET,
THENCE S1°22'21"W 25.00 FEET,
THENCE N89°24'49"W 863.72 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY IF SKAGIT, STATE OF WASHINGTON.

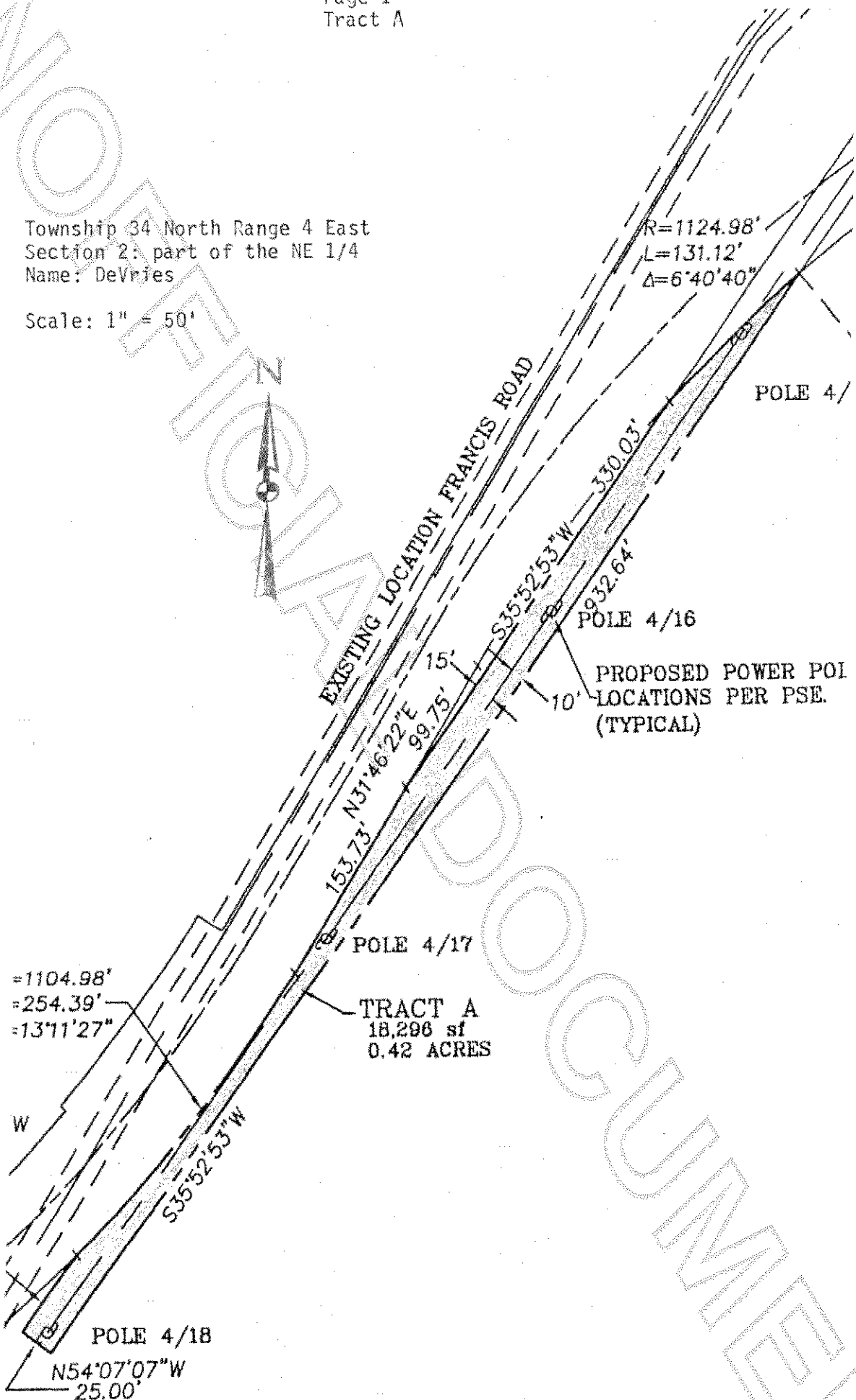


201206070082
Skagit County Auditor

EXHIBIT "B"
Page 1
Tract A

Township 34 North Range 4 East
Section 2: part of the NE 1/4
Name: DeVries

Scale: 1" = 50'



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Skagit County Auditor

Township 34 North Range 4 East
 Section 2: part of the NE 1/4
 Name: DeVries

Scale: 1" = 50'

