



201207160155
Skagit County Auditor

7/16/2012 Page 1 of 3 2:35PM

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

MA657

GRANTOR: MOUNT VERNON PLAZA ASSOCIATES, L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion S¹/₄ W¹/₄ 17-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P25673/340417-0-077-0005/P25677/340417-0-079-0003

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MOUNT VERNON PLAZA ASSOCIATES, 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 – generally located in the easterly portion of the above described Property. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 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.

UG Electric 11/1998
RW-081634/105069606
SW 17-34-4

No monetary consideration paid

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

JUL 16 2012

Amount Paid \$
Skagit Co. Treasurer
By *W. M. M.* Deputy

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 22nd day of June, 2012.

GRANTOR:
MOUNT VERNON PLAZA ASSOCIATES, L.L.C.

BY: [Signature]

Title: Manager

BY: _____

Title: _____

CONSENT BY LESSEE: **OPUS BANK, a California state-chartered commercial bank**

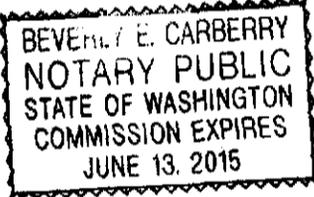
BY: _____

Title: _____

STATE OF WASHINGTON)
COUNTY OF King) ss

On this 22nd day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eya Gerauer, to me known to be the Manager and Member, respectively of the **MOUNT VERNON PLAZA ASSOCIATES, 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 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)
Beverly Carberry
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Woodinville
My Appointment Expires: 6-13-15

STATE OF WASHINGTON)
COUNTY OF _____) ss

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **OPUS BANK, a California state-chartered commercial bank** 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 **OPUS BANK** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **OPUS BANK**.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

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

EXHIBIT "A"

Parcel A:

That portion of the North Half of the Northwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of the A. W. Furber road (now called College Way) at its intersection with the West line of the Pacific Northwest Traction Company's former right-of-way;

Thence West along the South line of said road 262.33 feet;

Thence South 190 feet, more or less, to a point 450 feet North of the South line of said subdivision;

Thence East parallel with the South line of said subdivision to the Westerly line of said Pacific Northwest Traction Company's right-of-way;

Thence Northerly along the Westerly line of said right-of-way to the point of beginning;

EXCEPT the North 10 feet conveyed to the City of Mount Vernon by deed recorded under Auditor's File Number 816621;

ALSO EXCEPT that portion conveyed to the City of Mount Vernon by deed dated March 26, 2008 and recorded under Auditor's File Number 200804150169, records of Skagit County, Washington.

Parcel B:

Those portions of the North Half of the Northwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

The North 115 feet of the South 450 feet of that portion of said North Half of the Northwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 4 East, W.M. lying Westerly of the Pacific Northwest Traction Company right of way and east of the Pacific Highway;

EXCEPT the West 211 feet of that portion of said premises lying East of the Pacific Highway.

Situate in City of Mount Vernon, County of Skagit, State of Washington.



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