



201212180130
Skagit County Auditor

12/18/2012 Page 1 of 8 4:04PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Steve Botts
P.O. Box 97034 EST-06W
Bellevue, WA 98009-9734

EASEMENT

REFERENCE #:
GRANTOR: **QUAKER COVE CORPORATION**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN OF CERTAIN TRACT "RESERVED NO. 2" OF PLAT OF QUAKER COVE,
PTN OF TOWNSITE OF SITE OF GIBRALTER, VOL 6, PG 37, S 17 T 34N R
2E, WM**
ASSESSOR'S PROPERTY TAX PARCEL: **P68175**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **QUAKER COVE CORPORATION**, 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, along, across, and through the following described real property ("Property" herein) in **Skagit** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO.

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 EXHIBIT "B" ATTACHED HERETO.

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; and.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20124053
DEC 18 2012

Amount Paid \$ 334.69
Skagit Co. Treasurer
By *MAM* Deputy

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.

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 **new** 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. **Grantee shall not disturb existing structure and fuel tank located within the Easement Area. Grantee shall not prohibit access to existing tunnel located within the Easement Area.**

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 20th day of November, 2012.

GRANTOR:

QUAKER COVE CORPORATION

By Howard Ernest (Eric) Estlin

Its Trustee

GRANTOR:

QUAKER COVE CORPORATION

By Jessamine Watson

Its Trustee

GRANTOR:

QUAKER COVE CORPORATION

By [Signature]

Its Trustee

GRANTOR:

QUAKER COVE CORPORATION

By _____

Its _____



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 20th day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard Ostrin, to me known to be the person who signed as the trustee, of **QUAKER COVE CORPORATION**, a Washington 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 **QUAKER COVE CORPORATION** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

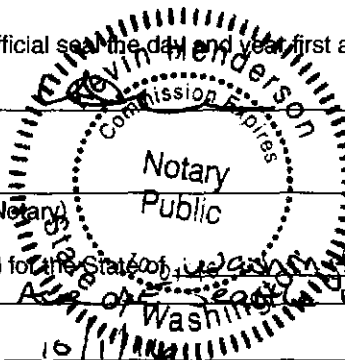
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Kevin Henderson
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 8517 35th Ave SE Seattle WA 98115, King County

My Appointment Expires: 10/1/2014



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

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 20th day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara Loraine Watson, to me known to be the person who signed as the trustee, of **QUAKER COVE CORPORATION**, a Washington 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 **QUAKER COVE CORPORATION** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

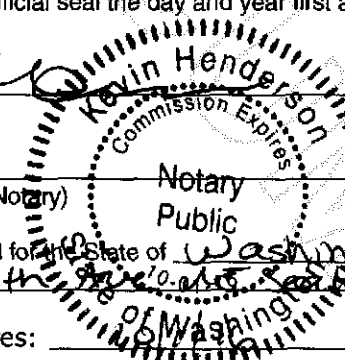
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Kevin Henderson
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 8517 35th Ave SE Seattle WA 98115, King County

My Appointment Expires: 10/1/2014



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

Whidbey Reliability
W.O. #15300868
-1A-103 Quaker Cove - Page 4 of 8



201212180130
Skagit County Auditor

EXHIBIT A - LEGAL DESCRIPTION
LS -1A-103 QUAKER COVE MINISTRIES

Per Easement AFN 8202020014:

That certain tract entitled "Reserved No.2" of "PLAT OF QUAKER COVE, PORTION OF TOWNSITE OF SITE OF GIBRALTER", as per plat recorded in Volume 6 of Plats, page 37, records of Skagit County, Washington, EXCEPT the following described tracts:

1. Beginning at the intersection of the north line of Block 37, "PLAT OF THE TOWNSITE OF GIBRALTER, SKAGIT CO., WASHINGTON, U.S.A.", as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington, and the Westerly line of said "PLAT OF QUAKER COVE, PORTION OF THE TOWNSITE OF GIBRALTER"; thence North 65° 06' East 6 feet; thence South 24° 54' East to the meander line; thence Southwesterly along the Meander line to a point South 24° 54' East from point of beginning; thence North 24° 54' West to point of beginning; **TOGETHER WITH** any portions of vacated streets attached hereto.
2. Beginning at a pipe on the east line of said tract located approximately in the centerline of Georgia Street, from which a continuation of the easterly line of said tract runs South 24° 52' East; thence West 58.39 feet to another pipe as shown on said plat and the True Point of Beginning; thence North 84.68 feet to the southeasterly line of the County road; thence, Southwesterly along said southeasterly line of said County highway to a point West of the True Point of Beginning; thence east to the True Point of Beginning.



EXHIBIT B - EASEMENT DESCRIPTION

LS -1A-103 QUAKER COVE MINISTIRES

A strip of land in Section 17, Township 34 North, Range 2 East of the Willamette Meridian being the Northerly and Westerly 27 feet of that property herein described as Exhibit A lying parallel with, adjacent to and measured at right angles from the Southerly and Easterly right of way margin of Gibraltar Road.

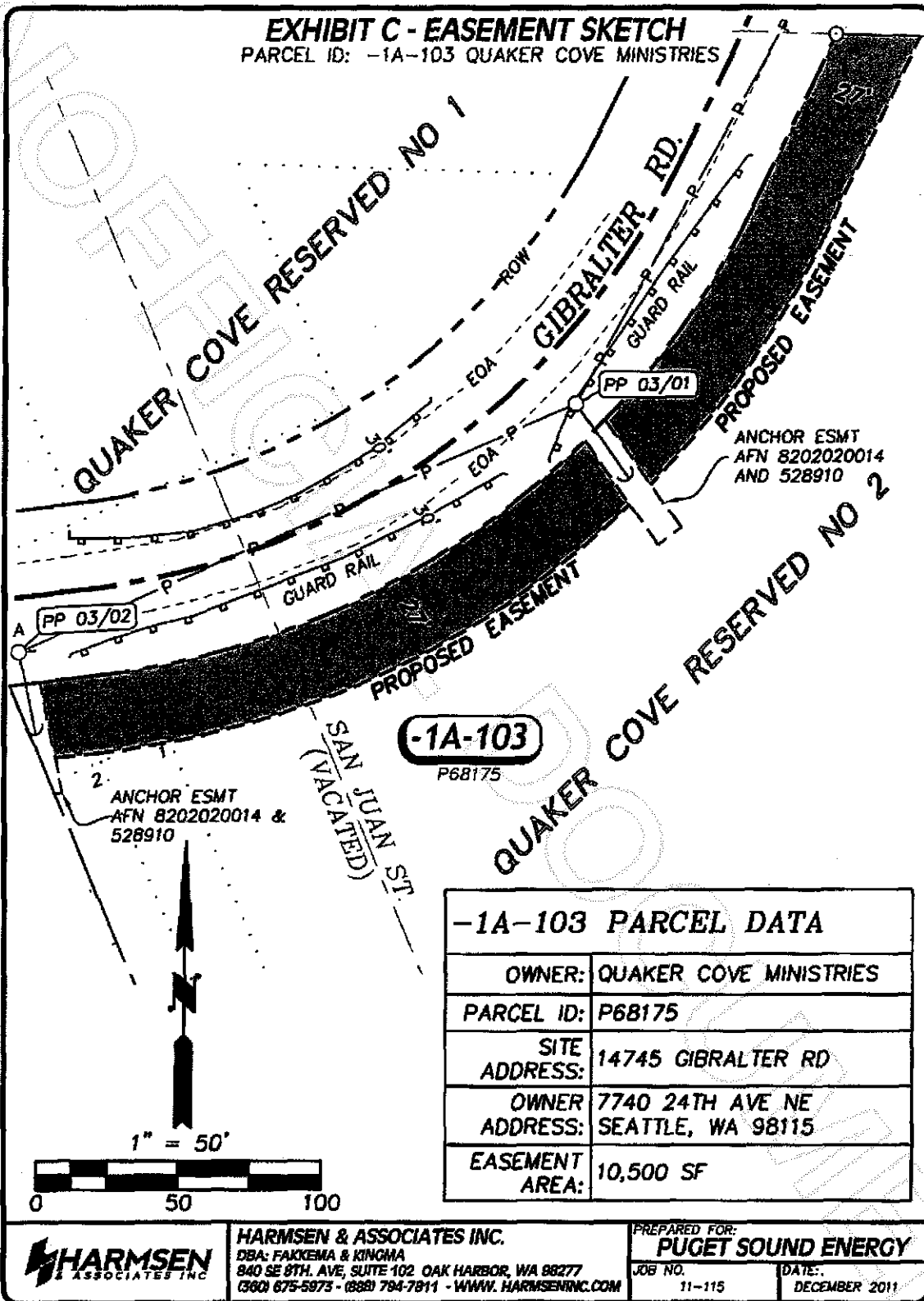
The side lines of said strip are to be prolonged or shortened to fit within the confines of said parcel described in Exhibit A.

A sketch is attached as Exhibit C and by reference thereto is made a part hereof.

Situated in Skagit County, Washington.



EXHIBIT C - EASEMENT SKETCH
 PARCEL ID: -1A-103 QUAKER COVE MINISTRIES



-1A-103
 P68175

-1A-103 PARCEL DATA	
OWNER:	QUAKER COVE MINISTRIES
PARCEL ID:	P68175
SITE ADDRESS:	14745 GIBRALTER RD
OWNER ADDRESS:	7740 24TH AVE NE SEATTLE, WA 98115
EASEMENT AREA:	10,500 SF



HARMSEN & ASSOCIATES INC.
 DBA: FAKKEMA & KINGMA
 840 SE 8TH AVE, SUITE 102 OAK HARBOR, WA 98277
 (360) 675-5975 - (888) 794-7811 - WWW.HARMSENINC.COM

PREPARED FOR:
PUGET SOUND ENERGY
 JOB NO. 11-115
 DATE: DECEMBER 2011