



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Skagit County Auditor \$74.00
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RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

easement
OCT 21 2013

Amount Paid \$-
Skagit Co. Treasurer
By *[Signature]* Deputy

EASEMENT

GRANTOR: LDV BURLINGTON PROPERTIES, L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTNS TR 1 REV. SP NO. 48-76 AFN 848370 BNG IN NW/NE SEC 7 TWN 34N RGE 4E
ASSESSOR'S PROPERTY TAX PARCEL: P116150/30407-1-014-0600; P107761/340407-1-014-0500

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LDV BURLINGTON PROPERTIES, 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, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.)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

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

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No monetary consideration paid

Grantee's facilities without Grantee's prior written consent. Grantor will provide access to Grantee through gate or gates that may cross the easement area.

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 14th day of October, 2013.

GRANTOR/S:

BY: [Signature] V.P.

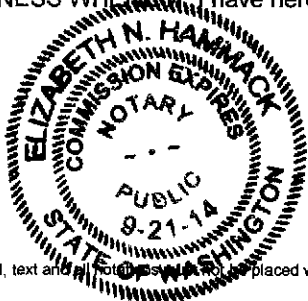
BY: _____

BY: _____

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

On this 14th day of October, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dan Sims, to me known or proved by satisfactory evidence to be the person who signed as VP of **LDV BURLINGTON PROPERTIES, L.L.C.**, the limited liability company 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 said limited liability company 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 limited liability company.

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



[Signature]
(Signature of Notary)
Elizabeth Hammack
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: 9-21-2014

Notary seal, text and all notations shall be placed within 1" margins

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201310210262

EXHIBIT A

Legal description:

Parcel A

P116150

That portion of Tract 1 of Revised Short Plat No. 48-76, approved December 28, 1976, and recorded December 29, 1976, under Auditor's File No. 848370, in Volume 2 of Short Plats, page 11, records of Skagit County, Washington, being a portion of the Northwest quarter of the Northeast quarter of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southwest corner of Tract 2 of said Revised Short Plat;
thence North 88°33'59" West along the South line of said Tract 1 a distance of 88.49 feet;
thence North 1°27'18" East, 443.83 feet to the North line of that certain Parcel "D" as described under Auditor's File No. 9403010145, records of Skagit County, Washington, and the true point of beginning;
thence continue North 1°27'18" East, a distance of 155.12 feet;
thence South 88°33'59" East, a distance of 88.26 feet to the West line of Tract 2 of said Revised Short Plat;
thence South 1°26'01" West along the West line thereof, a distance of 155.12 feet;
thence North 88°33'59" West, a distance of 88.32 feet to the true point of beginning.

Parcel B

P107761

That portion of Tract 1 of Revised Short Plat No. 48-76, approved December 28, 1976, and recorded December 29, 1976, under Auditor's File No. 848370, in Volume 2 of Short Plats, page 11, records of Skagit County, Washington, being a portion of the Northwest quarter of the Northeast quarter of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southwest corner of Tract 2 of said Revised Short Plat;
thence North 88°33'59" West along the South line of said Tract 1 a distance of 88.49 feet;
thence North 1°27'18" East, 443.83 feet to the North line of that certain Parcel "D" as described under Auditor's File No. 9403010145, records of Skagit County, Washington; thence South 88°33'59" East along the North line of said Parcel "D" 88.32 feet to the Northeast corner thereof, said point also being on the West line of Tract 2 of said Revised Short Plat; thence South 1°26'01" West along the West line thereof, 443.83 feet to the point of beginning.

All situated in Skagit County, Washington.

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