



201412150218

Skagit County Auditor  
12/15/2014 Page

1 of 4 3:25PM \$75.00

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAXRETURN ADDRESS:Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233*Easement*  
DEC 15 2014Amount Paid \$  
Skagit Co. Treasurer  
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY



EASEMENT

*M4844*GRANTOR (Owner): CRYSTAL CREEK HOLDINGS LLC.  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN: SE 1/4 NE 1/4 S19 T34N R5E  
ASSESSOR'S PROPERTY TAX PARCEL: P30338/ 340519-1-008-0004

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CRYSTAL CREEK HOLDINGS LLC., a Washington limited liability company, husband and wife,** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.,** a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in SKAGIT County, Washington:

**SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF:**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**Easement 1**

A strip of land ten (10) with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended, or relocated, (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

**Easement 2**

A strip of land fifteen (15) with seven and half (7.5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended, or relocated, generally located along the northerly thirty (30) feet of the above described property (this easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

**Easement 3**

A strip of land ten (10) with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended, or relocated, generally located easterly of the existing easterly driveway of the above described property (this easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

RW 090605/105076318  
NE S19, T34N R5E*no monetary consideration paid*

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

**a. Overhead facilities.** Poles 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

**b. Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**5. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.



DATED this 5 day of December, 2014.

**OWNER**

CRYSTAL CREEK HOLDINGS LLC., a  
Washington Limited Liability Company

BY: Jeffrey Benham Manager

STATE OF Washington )  
COUNTY OF ) SS

On this 5th day of Dec, 2014, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Jeffrey Benham, to me known to be the person/s who signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Crystal Creek Holdings LLC., a Washington limited liability company to be the free and voluntary act of such party/s for the uses and purposes mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Ashley Hanson  
(Signature of Notary)

Ashley Hanson  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington  
residing at Shoreline county

My Appointment Expires: 4/29/17

RW 090605/105076318  
NE S19, T34N R5E



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**EXHIBIT A**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., EXCEPT THE WEST 25 FEET THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED JUNE, 1911, AND RECORDED JUNE 23, 1911, AS AUDITOR'S FILE NO. 85414, IN VOLUME 85 OF DEEDS, PAGE 488, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO EXCEPT THAT CERTAIN 20 FOOT WIDE STRIP OF LAND CONVEYED TO SKAGIT COUNTY FOR THE C.D. GREEN ROAD NO. 306, COMMONLY KNOWN AS THE GUNDERSON ROAD, BY DEED DATED APRIL 5, 1952, AND RECORDED MAY 16, 1952, IN VOLUME 250 OF DEEDS, PAGE 521, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO EXCEPT ANY OTHER PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF THE COUNTY ROAD COMMONLY KNOWN AS THE GUNDERSON ROAD.

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT;

BEGINNING AT THE 1/16<sup>TH</sup> CORNER OF THE NORTH-SOUTH SECTION LINE BETWEEN SECTIONS 19 AND 20, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., (1/4 MILE SOUTH OF THE SECTION CORNER);

THENCE SOUTH 0°0' WEST ALONG SAID NORTH-SOUTH SECTION LINE, A DISTANCE OF 550 FEET TO A POINT ON THE TOE OF FILL ON THE B.A. VAN DE GRIFT ACCESS ROAD;

THENCE ALONG THE TOE OF THE FILL OF SAID ROAD (NORTH 39°00' WEST, 210 FEET; THENCE NORTH 23°00' WEST, 130 FEET; THENCE NORTH 32°00' WEST, 120 FEET, THENCE NORTH 54°00' WEST, 300 FEET) TO A POINT ON THE BENHAM ROAD WHICH IS ON THE EAST-WEST LINE BETWEEN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 5 EAST W.M.; THENCE DUE EAST ALONG SAID LINE, 500 FEET, MORE OR LESS, TO A POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

