



Skagit County Auditor  
11/21/2017 Page

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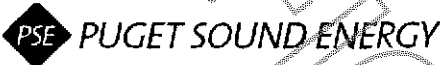
**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Receipt*  
NOV 21 2017

Amount Paid \$  
Skagit Co. Treasurer  
By *Mum* Deputy

GUARDIAN NORTHWEST TITLE CO.



**EASEMENT** ADMINISTRATION RECORDING ONLY

*M10081*

REFERENCE #: **LOST LAKE LLC**  
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**  
GRANTEE (PSE): **PTN LTS 6-3 BLK 1 NORRIS ADD TO BURLINGTON & PTN TRCT 32 BURLINGTON**  
SHORT LEGAL: **ACREAGE (SE31-35N-04E)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P72761 (4091-001-008-0002)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LOST LAKE LLC**, a Washington limited liability company ("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: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

**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 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, 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. 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4. 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.

**5. 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.

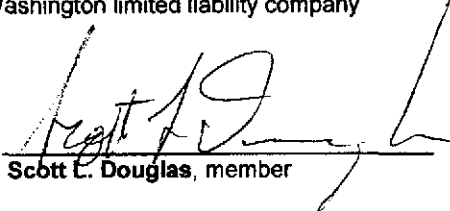
**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install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

**7. 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 6 day of November, 2017.

OWNER:

**LOST LAKE LLC,**  
a Washington limited liability company

By:   
**Scott E. Douglas, member**

By:   
**Megan C. Douglas, member**

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 6 day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Scott L. Douglas and Megan C. Douglas**, to me known to be the person(s) who signed as **members**, of **LOST LAKE LLC**, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said **LOST LAKE LLC** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **LOST LAKE LLC**.

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



[Signature]  
(Signature of Notary)

Jacob I. Matson  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 1700 Urban Ave Mount Vernon, WA

My Appointment Expires: 10/22/2020

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

UNRECORDED DOCUMENT

**EXHIBIT "A"**  
**(Legal Description)**

**PARCEL "A":**

**LOTS 6, 7 AND 8, BLOCK 1, "NORRIS ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "B":**

**THAT PORTION OF THE SOUTH 140 FEET OF THE EAST 140 FEET OF TRACT 32 OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 32; THENCE NORTH 2° 15' 33" EAST ALONG THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 140.01 FEET TO THE NORTH LINE OF THE SOUTH 140 FEET OF SAID TRACT 32; THENCE NORTH 88° 24' 44" WEST ALONG THE NORTH LINE OF THE SOUTH 140 FEET OF SAID TRACT 32, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 24' 44" WEST A DISTANCE OF 120.01 FEET; THENCE SOUTH 2° 15' 33" WEST, PARALLEL WITH THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 97.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 9.82 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 144° 17' 49" AN ARC LENGTH OF 24.72 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH THE RADIUS POINT OF THE FOLLOWING CURVE BEARS SOUTH 52° 02' 16" EAST A DISTANCE OF 150.50 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 46° 39' 39" AN ARC LENGTH OF 122.56 FEET TO A POINT WHICH BEARS SOUTH 2° 15' 33" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 2° 15' 33" EAST A DISTANCE OF 42.94 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPT FROM PARCEL "B", THAT PORTION OF THE SOUTH 140 FEET OF THE EAST 140 FEET OF TRACT 32, "PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 32; THENCE NORTH 2° 15' 33" EAST, ALONG THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 140.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH 140 FEET OF SAID TRACT 32; THENCE NORTH 88° 24' 44" WEST, ALONG THE NORTH LINE OF THE SAID SOUTH 140 FEET A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 2° 15' 33" WEST A DISTANCE OF 42.95 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.50 FEET, A CENTRAL ANGLE OF 15° 52' 47", A CHORD BEARING OF SOUTH 76° 41' 11" WEST AND A CHORD DISTANCE OF 41.58 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, A DISTANCE OF 41.71 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 66° 29' 15", A CHORD BEARING OF NORTH 35° 30' 10" EAST AD A CHORD DISTANCE OF 54.82 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 58.02 FEET; THENCE NORTH 2° 15' 33" EAST, A DISTANCE OF 8.15 FEET TO THE NORTH LINE OF THE SOUTH 140 FEET OF SAID TRACT 32; THENCE SOUTH 88° 24' 44" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.  
SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "C":**

**THAT PORTION OF A 20.00 FOOT WIDE ALLEY IN BLOCK 1 OF THE PLAT OF "NORRIS ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 3 AND ALSO THAT PORTION OF TRACT 32, "PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 32; THENCE NORTH 2° 15' 33" EAST, ALONG THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 140.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH 140 FEET OF SAID TRACT 32; THENCE NORTH 88° 24' 44" WEST, ALONG THE NORTH LINE OF SAID SOUTH 140 FEET OF SAID TRACT 32, A DISTANCE OF 130.03 FEET TO THE TRUE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 8107070053, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 2° 15' 33" WEST, A DISTANCE OF 97.15 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 9.82 FEET, THENCE THROUGH A CENTRAL ANGLE OF 144° 17' 49", AN ARC DISTANCE OF 24.73 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 89.50 FEET AND A CENTRAL ANGLE OF 38° 09' 09", A CHORD BEARING SOUTH 57° 02' 18" WEST, A CHORD DISTANCE OF 58.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 59.60 FEET TO A POINT ON THE EAST LINE OF LOT 7 IN BLOCK 1 OF SAID NORRIS ADDITION TO BURLINGTON; THENCE NORTH 2° 15' 33" EAST, ALONG THE EAST LINE OF SAID LOTS 7 AND 6, A DISTANCE OF 144.32 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF NORRIS ADDITION TO BURLINGTON; THENCE SOUTH 88° 24' 44" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 2° 15' 33" WEST, A DISTANCE OF 8.05 FEET; THENCE SOUTH 88° 24' 44" EAST, ALONG THE NORTH LINE OF THE SOUTH 140 FEET OF SAID TRACT 32, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**