

AFTER RECORDING, RETURN TO:

Courtney L. Seim
Schwabe, Williamson & Wyatt, P.C.
1420 5th Avenue, Suite 3400
Seattle, WA 98101

Document title(s): Stipulated Judgment and Decree of Appropriation (certified copy)

Reference number of document assigned/released: N/A

Grantor/Petitioner: Puget Sound Energy, Inc., a Washington corporation

Grantee/Respondent(s): George W. Meagher and Susan H. Meagher,
husband & wife;

Nationstar Mortgage, LLC;

Skagit County

The United States of America

Legal description (abbreviated): Ptn. Gov Lot 6, S9-T34N-R02E, W.M.; Lot 15, Blk 7,
Similk Beach, S9-T34N-R02E, W.M.

Assessor's Tax Parcel Number(s): P69291 (4001-007-015-0009), P20188 (340209-0-
009-0109), P20191 (340209-0-012-0005)

**I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN
ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE
RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE
OBSCURE SOME PART OF THE TEXT OR THE ORIGINAL DOCUMENT.**

Courtney L. Seim,
Schwabe Williamson & Wyatt, P.C.

24-2-00405-29
JD 21
Judgment
19013471



I, Miki USA 19 Clerk of the Superior Court of the State of Washington for Skagit County, do hereby certify that this is a true copy of the original now in my office. Dated 6/17/25



Miki USA 19 Clerk of the Superior Court

Becki Savoia
Deputy Clerk
BECKI SAVOIA

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2025 JUN 11 PM 4:24

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF SKAGIT

PUGET SOUND ENERGY, INC., a
Washington corporation,

Petitioner,

vs.

GEORGE W. MEAGHER AND SUSAN H.
MEAGHER, husband and wife;
NATIONSTAR MORTGAGE, LLC, a
foreign limited liability company; THE
UNITED STATES OF AMERICA; SKAGIT
COUNTY; and ALL UNKNOWN OWNERS
AND UNKNOWN TENANTS,

Respondents.

No. 24-2-00405-29

STIPULATED JUDGMENT AND
DECREE OF APPROPRIATION

Tax Parcel Nos. P69291 (4001-007-015-
0009), P20188 (340209-0-009-0109),
P20191 (340209-0-012-0005)

Clerk's Action Required

JUDGMENT SUMMARY – JUDGMENT AFFECTING TITLE

- | | |
|-----------------------|--|
| 1. Legal Description: | Ptn. Gov Lot 6, S9-T34N-R02E, W.M.; Lot 15, Blk 7, Similk Beach, S9-T34N-R02E, W.M. |
| 2. Petitioner | Puget Sound Energy, Inc. |
| 3. Respondents | George W. Meagher and Susan H. Meagher |
| 4. Just Compensation | \$20,250.00 (\$11,900 of the total Just Compensation/Principal Judgment amount remains due and owing after giving PSE credit for the partial payment of \$8,350) |
| 5. Costs and Fees | PSE to reimburse the Meaghers \$2,250.00 in attorneys' fees without deposit with the Court. Otherwise each party to bear its own fees and costs. |

STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 1

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SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1420 5th Avenue, Suite 3400
Seattle, WA 98101
Telephone 206-622-1711

6. Prejudgment Interest N/A

STIPULATED JUDGMENT AND DECREE OF APPROPRIATION

Petitioner Puget Sound Energy, Inc. ("PSE") through its undersigned attorney, Courtney Seim of Schwabe, Williamson & Wyatt, P.C., Respondents George W. Meagher and Susan H. Meagher (the "*Meaghers*") through their undersigned attorney, Craig Cammock of Skagit Law Group, PLLC, Respondent Skagit County through its undersigned attorney, Stephen Fallquist, Senior Civil Deputy Prosecuting Attorney; Respondent Nationstar Mortgage, LLC through its undersigned attorney Grace Chu of McCarthy & Holthus, LLP, and Respondent The United States of America through its undersigned attorney Kyle Forsyth, Assistant United States Attorney hereby agree and stipulate to the entry of this Stipulated Judgment and Decree of Appropriation. Now therefore, it is hereby ORDERED, ADJUDGED and DECREED that:

1. The Meaghers are the fee owner of real property located in Skagit County, Washington, identified as Skagit County Tax Parcel Nos. P69291 (4001-007-015-0009), P20188 (340209-0-009-0109), P20191 (340209-0-012-0005) (the "*Property*").

2. The property rights that are the subject of this action are legally and substantively described and depicted in Exhibit B (the "*Easement*"), attached hereto and incorporated herein.

3. On or about June 14, 2024, this Court entered Findings of Fact, Conclusions of Law and Order Adjudicating Public Use and Necessity authorizing PSE to proceed with the appropriation of an easement by exercise of its power of eminent domain.

4. On or about September 4, 2024, the Court entered a Stipulation and Order Granting Immediate Possession and Use.

STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 2

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1 5. On or about August 20, 2024, PSE deposited Eight Thousand Three Hundred
2 Fifty Dollars (\$8,350.00) with the Court pursuant to the Stipulation and Order Granting
3 Immediate Possession and Use.

4 6. After negotiations with PSE, the Meaghers agreed to accept in settlement the
5 total amount of Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00) as full and final
6 just compensation for appropriation of the Easement by eminent domain.

7 7. PSE shall deposit Eleven Thousand Nine Hundred Dollars (\$11,900.00) into
8 the Court's registry. Upon entry of this Stipulated Judgment and Decree of Appropriation and
9 deposit of such sum into the Court's registry, all right, title and interest of the Meaghers and
10 all other Respondents in and to the Easement shall be conveyed to and vested in PSE.

11 8. Entry of this Stipulated Judgment and Decree of Appropriation resolves all
12 claims in this matter with respect to the Easement. Once the Clerk has disbursed the sum of
13 Twenty Thousand Two Hundred Fifty Dollars (\$20,250.00), this matter is dismissed with
14 prejudice.

15 9. No sums shall be disbursed to the Skagit County Treasurer for real property
16 taxes and fees owing on the portion of the Property subject to the Easement, as Meaghers have
17 elected, pursuant to RCW 84.60.070, to have taxes owing on the Property subject to the
18 Easement (if any), be set over to that portion of the Property that is not subject to the Easement
19 that PSE is appropriating herein.

20 10. PSE shall record a certified copy of this Stipulated Judgment and Decree of
21 Appropriation with the Office of the Skagit County Auditor.

22 ^{Signed}
DONE IN OPEN COURT this 11th day of June, 2025.

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25 
SKAGIT COUNTY SUPERIOR COURT JUDGE

Commissioner

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STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 3

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Telephone 206-622-1711

1 Presented by:

2 SCHWABE, WILLIAMSON & WYATT, P.C.

3
4 By: /s/ Courtney Seim

Courtney Seim, WSBA #35352

Attorneys for Petitioner Puget Sound Energy, Inc.

6 Approved as to form; notice of presentation waived:

7 SKAGIT LAW GROUP, PLLC

8 By: /s/Craig E. Cammock

*e-signature authorized via email

9 Craig E. Cammock, WSBA No. 24185

Attorneys for Respondents Meaghers

10
11 MCCARTHY & HOLTHUS, LLP

12 By: /s/Grace Chu

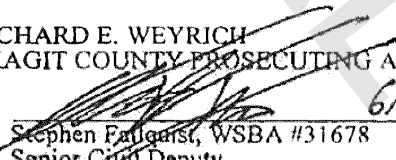
*e-signature authorized via email

Grace Chu, WSBA No. 51256

13 Attorneys for Respondent Nationstar Mortgage, LLC

14 RICHARD E. WEYRICH

15 SKAGIT COUNTY PROSECUTING ATTORNEY

16 By:  6/9/25

Stephen Fallquist, WSBA #31678

17 Senior Civil Deputy,

Attorneys for Respondent Skagit County

18
19 TEAL LUTHY MILLER

ACTING UNITED STATES ATTORNEY

20 By: /s/Kyle A. Forsyth

*e-signature authorized via email

21 Kyle A. Forsyth, WSBA No. 34609

Assistant United States Attorney

22 Attorneys for Respondent United States of America

23
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25
26
STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 4

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Telephone 206-422-1711

EXHIBIT A**Legal Description of the Property****Tax Parcel No. P69291 (4001-007-015-0009)**

LOT 15, BLOCK 7, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF JIGGER STREET THAT ATTACHES BY OPERATION OF LAW AS SET FORTH IN VACATION ORDINANCE NO. 17683 RECORDED DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100127, RECORDS OF SKAGIT COUNTY, WASHINGTON;

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Parcel No. P20188 (340209-0-009-0109)

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 15, BLOCK 7 OF SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 78°06'10" EAST, A DISTANCE OF 271.35 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 120 FEET TO THE NORTHERLY MARGIN OF FAIRWAY DRIVE, ALSO KNOWN AS SATTERLEE ROAD, HAVING A RADIUS POINT BEARING NORTH 45°00'00" WEST A DISTANCE OF 333.10 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°25'00" AN ARC DISTANCE OF 273.18 FEET;

THENCE NORTH 86°35'00" WEST A DISTANCE OF 102.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15;

THENCE NORTH 03°25'00" EAST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Parcel No. P20191 (340209-0-012-0005)

THAT PORTION OF GOVERNMENT LOT 6 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 3, SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 5, RECORDS OF SKAGIT COUNTY, WASHINGTON;

STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 5

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Attorneys at Law
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Seattle, WA 98101
Telephone 206-622-1711

1
2 'THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID LOT 8, A DISTANCE
3 OF 10.04 FEET TO THE NORTHEAST CORNER OF SAID PLAT, SAID POINT BEING THE
4 TRUE POINT OF BEGINNING;

5
6 THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY EXTENSION TO THE
7 WESTERLY LINE OF FAIRWAY DRIVE, SOMETIMES KNOWN AS SATTERLEE ROAD;

8
9 THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE TO THE EASTERLYMOST
10 CORNER OF THOSE PREMISES CONVEYED TO JEFF SCHWABE, ET UX, BY DEED
11 RECORDED NOVEMBER 14, 1985, UNDER AUDITOR'S FILE NO. 8511140049, RECORDS
12 OF SKAGIT COUNTY, WASHINGTON;

13
14 THENCE NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID
15 SCHWABE TRACT, A DISTANCE OF 120 FEET TO THE NORTHERLY CORNER OF SAID
16 SCHWABE TRACT;

17
18 THENCE SOUTH 78°06'10" WEST ALONG THE NORTHERLY LINE OF SCHWABE TRACT,
19 A DISTANCE OF 271.35 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK 7,
20 SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT
21 THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51;

22
23 THENCE NORTHERLY ALONG THE EAST LINE OF JIGGER STREET AS SHOWN ON SAID
24 PLAT, TO THE NORTH LINE OF SAID STREET;

25
26 THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT OF THE EASTERLY LINE
OF SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH, SAID POINT BEING 10.04 FEET
EAST OF THE SOUTHEAST CORNER OF LOT 8, BLOCK 4 OF SAID PLAT;

THENCE NORTH ALONG THE EAST LINE OF SAID PLAT TO THE TRUE POINT OF
BEGINNING.

LESS THE WEST 90 FEET THEREOF.

TOGETHER WITH THAT PORTION OF JIGGER STREET THAT ATTACHES BY
OPERATION OF LAW AS SET FORTH IN VACATION ORDINANCE NO. 17683, RECORDED
DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100127, RECORDS OF SKAGIT
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 6

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SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1420 5th Avenue Suite 3100
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EXHIBIT B
Easements

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STIPULATED JUDGMENT AND DECREE OF
APPROPRIATION - 7

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SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1420 5th Avenue, Suite 3400
Seattle, WA 98101
Telephone: 206-422-1711

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

**EASEMENT**

REFERENCE #: N/A
GRANTOR: G. WALTER MEAGHER & SUSAN H. MEAGHER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN GOV LOT 6, S9-T34N-R02E, W.M.
ASSESSOR'S TAX #: P20188 (340209-0-009-0109)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **G. WALTER MEAGHER, also shown of record as GEORGE W. MEAGHER and SUSAN H. MEAGHER**, husband and wife ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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:

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.

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.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement. PSE shall not drive any vehicles on the septic mound located within the Easement Area.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE 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.

4. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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.

5. Restoration. Following the 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.

6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities. **Notwithstanding the foregoing, Grantor may retain the existing septic system in its current location within the Easement Area. Grantor shall obtain Grantee's prior written approval for modification (not including removal) of that portion of the septic system within the Easement Area.**

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document

executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. Condemnation. This Easement is granted under the threat of condemnation.

[Signatures follow next page]

DATED this _____ day of _____, 20__.

OWNER:

G. WALTER MEAGHER

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **G. Walter Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

OWNER:

SUSAN H. MEAGHER

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Susan H. Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P20188**

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 15, BLOCK 7 OF SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 78°06'10" EAST, A DISTANCE OF 271.35 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 120.00 FEET TO THE NORTHERLY MARGIN OF FAIRWAY DRIVE, ALSO KNOWN AS SATTERLEE ROAD, HAVING A RADIUS POINT BEARING NORTH 45°00'00" WEST, A DISTANCE OF 333.10 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°25'00", AN ARC DISTANCE OF 273.18 FEET;

THENCE NORTH 86°35'00" WEST, A DISTANCE OF 102.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15;

THENCE NORTH 03°25'00" EAST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

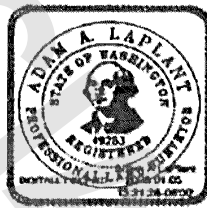
EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P20188

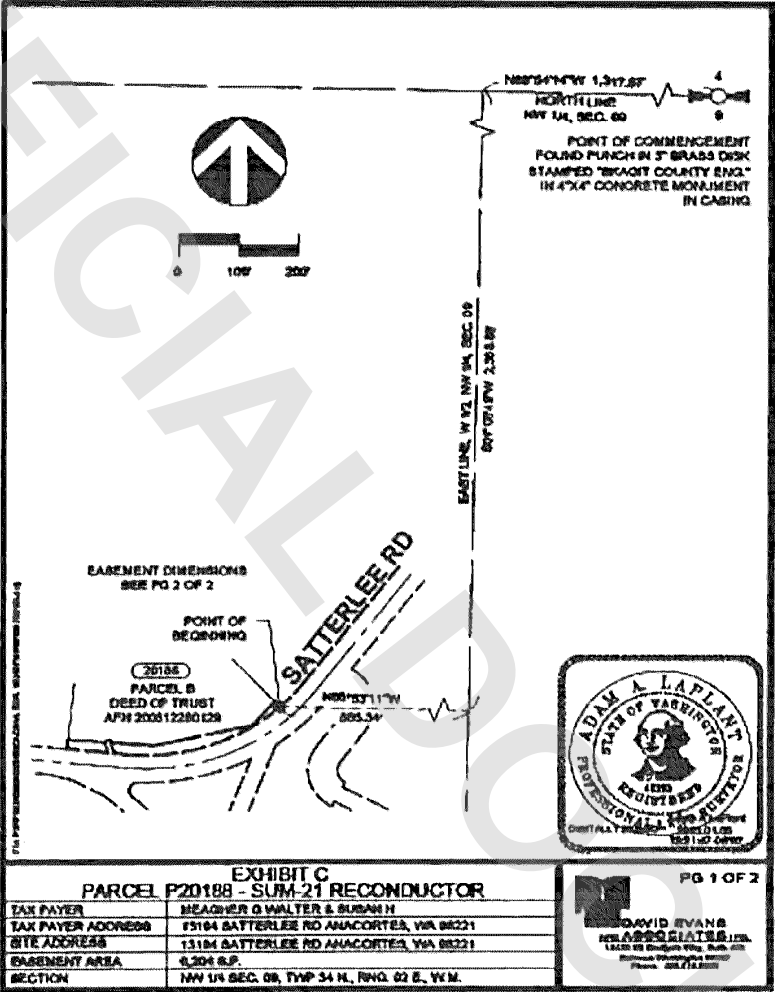
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP
34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED
AS FOLLOWS:

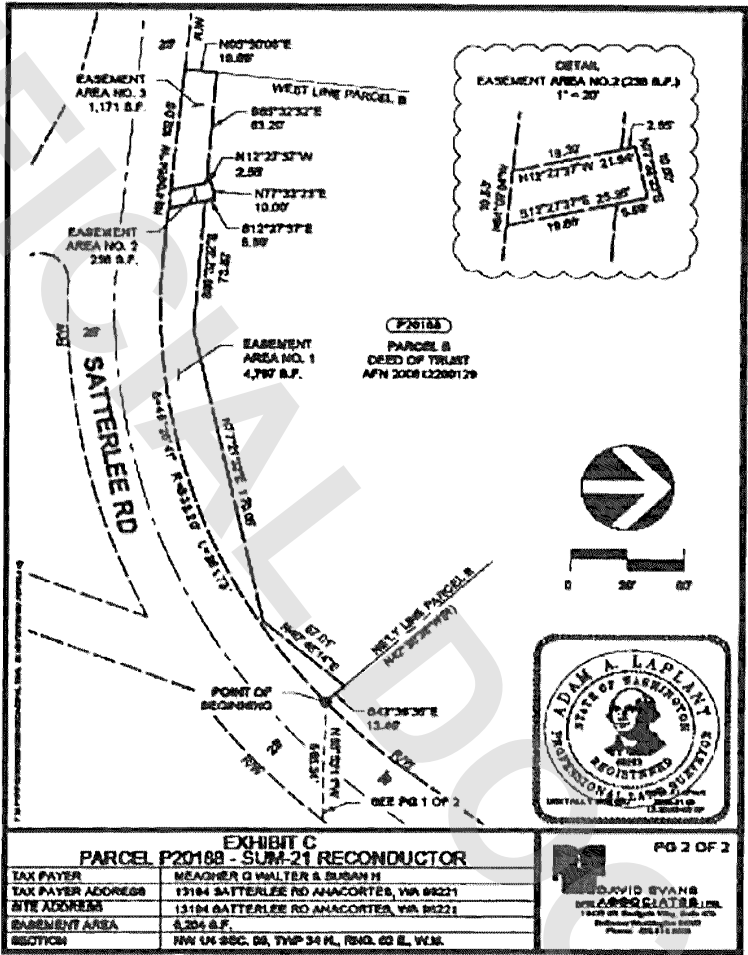
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, A PUNCH
IN 3" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE;
THENCE NORTH 88°54'14" WEST ALONG THE NORTHERLY LINE OF THE
NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1,317.87 FEET TO THE
EASTERLY LINE OF THE WESTERLY HALF OF SAID NORTHWEST QUARTER;
THENCE SOUTH 01°06'49" WEST ALONG SAID EASTERLY LINE A DISTANCE OF
2,368.85 FEET;
THENCE NORTH 88°53'11" WEST A DISTANCE OF 565.34 FEET TO THE
INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL B AS DESCRIBED BY
INSTRUMENT RECORDED UNDER AUDITORS FILE NUMBER 200612280129,
RECORDS OF SAID COUNTY, WITH THE NORTHWESTERLY RIGHT OF WAY
MARGIN OF SATTERLEE ROAD, BEING THE POINT OF BEGINNING AND A NON-
RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 42°36'36" WEST, 333.20
FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID
NORTHWESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 48°26'41" A
DISTANCE OF 281.73 FEET TO THE NORTHERLY MARGIN OF SATTERLEE ROAD;
THENCE NORTH 84°09'54" WEST ALONG SAID NORTHERLY MARGIN A
DISTANCE OF 102.05 FEET TO THE WESTERLY LINE OF SAID PARCEL B;
THENCE NORTH 05°50'06" EAST ALONG SAID WESTERLY LINE A DISTANCE OF
16.89 FEET;
THENCE SOUTH 85°32'32" EAST A DISTANCE OF 63.20 FEET;
THENCE NORTH 12°27'37" WEST A DISTANCE OF 2.55 FEET;
THENCE NORTH 77°32'23" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 12°27'37" EAST A DISTANCE OF 5.59 FEET;
THENCE SOUTH 85°32'32" EAST A DISTANCE OF 73.82 FEET;
THENCE NORTH 77°21'32" EAST A DISTANCE OF 170.05 FEET;

THENCE NORTH 40°46'14" EAST A DISTANCE OF 57.01 FEET TO THE
NORTHEASTERLY LINE OF SAID PARCEL B;
THENCE SOUTH 42°36'36" EAST ALONG SAID NORTHEASTERLY LINE A
DISTANCE OF 13.40 FEET TO THE POINT OF BEGINNING;

CONTAINING 6,204 SQUARE FEET, MORE OR LESS.







RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

**EASEMENT**

REFERENCE #: N/A
GRANTOR: G. WALTER MEAGHER & SUSAN H. MEAGHER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN GOV LOT 6, S9-T34N-R02E, W.M.
ASSESSOR'S TAX #: P20191 (340209-0-012-0005)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, G. WALTER MEAGHER, also shown of record as GEORGE W. MEAGHER and SUSAN H. MEAGHER, husband and wife ("Owner"), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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:

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.

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.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement. PSE shall not drive any vehicles on the septic mound located within the Easement Area.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE 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.

4. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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.

5. Restoration. Following the 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.

6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities. **Notwithstanding the foregoing, Grantor may retain the existing septic system in its current location within the Easement Area. Grantor shall obtain Grantee's prior written approval for modification (not including removal) of that portion of the septic system within the Easement Area.**

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document

executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidity of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. Condemnation. This Easement is granted under the threat of condemnation.

[signatures follow next page]

DATED this _____ day of _____, 20__.

OWNER:

G. WALTER MEAGHER

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **G. Walter Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

OWNER:

SUSAN H. MEAGHER

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Susan H. Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____
_____, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P20191**

THAT PORTION OF GOVERNMENT LOT 6 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 3, SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 5, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID LOT 8, A DISTANCE OF 10.04 FEET TO THE NORTHEAST CORNER OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY EXTENSION TO THE WESTERLY LINE OF FAIRWAY DRIVE, SOMETIMES KNOWN AS SATTERLEE ROAD;

THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE TO THE EASTERLYMOST CORNER OF THOSE PREMISES CONVEYED TO JEFF SCHWABE, ET UX, BY DEED RECORDED NOVEMBER 14, 1985, UNDER AUDITOR'S FILE NO. 8511140049, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID SCHWABE TRACT, A DISTANCE OF 120.00 FEET TO THE NORTHERLY CORNER OF SAID SCHWABE TRACT;

THENCE SOUTH 78°06'10" WEST ALONG THE NORTHERLY LINE OF SCHWABE TRACT, A DISTANCE OF 271.35 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK 7, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT THEREOF IN VOLUME 4 OF PLATS, PAGE 51;

THENCE NORTHERLY ALONG THE EAST LINE OF JIGGER STREET, AS SHOWN ON SAID PLAT, TO THE NORTH LINE OF SAID STREET;

THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EASTERLY LINE OF SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH, SAID POINT BEING 10.04 FEET EAST OF THE SOUTHEAST CORNER OF LOT 8, BLOCK 4 OF SAID PLAT;

THENCE NORTH ALONG THE EAST LINE OF SAID PLAT TO THE TRUE POINT OF BEGINNING, LESS THE WEST 90 FEET THEREOF;

TOGETHER WITH THAT PORTION OF JIGGER STREET THAT ATTACHES BY OPERATION OF LAW AS SET FORTH IN VACATION ORDINANCE NO. 17683, RECORDED DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100127, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P20191

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION, A PUNCH IN 3" BRASS DISK IN MONUMENT CASING, FOUND IN PLACE;
THENCE NORTH 88°54'14" WEST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1,317.87 FEET TO THE EASTERLY LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER;
THENCE SOUTH 01°06'49" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 2,097.52 FEET;
THENCE NORTH 88°53'11" WEST A DISTANCE OF 363.65 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF PARCEL C AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NUMBER 200612280129, RECORDS OF SAID COUNTY, WITH THE NORTHWESTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD, AND THE **POINT OF BEGINNING**;
THENCE SOUTH 25°32'21" WEST ALONG SAID NORTHWESTERLY MARGIN A DISTANCE OF 10.35 FEET;
THENCE SOUTH 37°12'07" WEST ALONG SAID NORTHWESTERLY MARGIN A DISTANCE OF 268.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 333.20 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY MARGIN, THROUGH A CENTRAL ANGLE OF 10°11'54" A DISTANCE OF 59.31 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL C;
THENCE NORTH 42°34'54" WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-RADIAL CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 42°36'02" WEST, 318.20 FEET DISTANT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 15.00 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID NORTHWESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 10°11'51" A DISTANCE OF 56.63 FEET;

THENCE NORTH 37°12'07" EAST ALONG A LINE 15.00 FEET NORTHWESTERLY OF
AND PARALLEL WITH SAID NORTHWESTERLY MARGIN A DISTANCE OF
267.46 FEET;

THENCE NORTH 25°32'21" EAST ALONG A LINE 15.00 FEET NORTHWESTERLY OF
AND PARALLEL WITH SAID NORTHWESTERLY MARGIN A DISTANCE OF
3.44 FEET TO THE NORTHERLY LINE OF SAID PARCEL C;

THENCE SOUTH 84°09'54" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF
15.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,996 SQUARE FEET, MORE OR LESS.

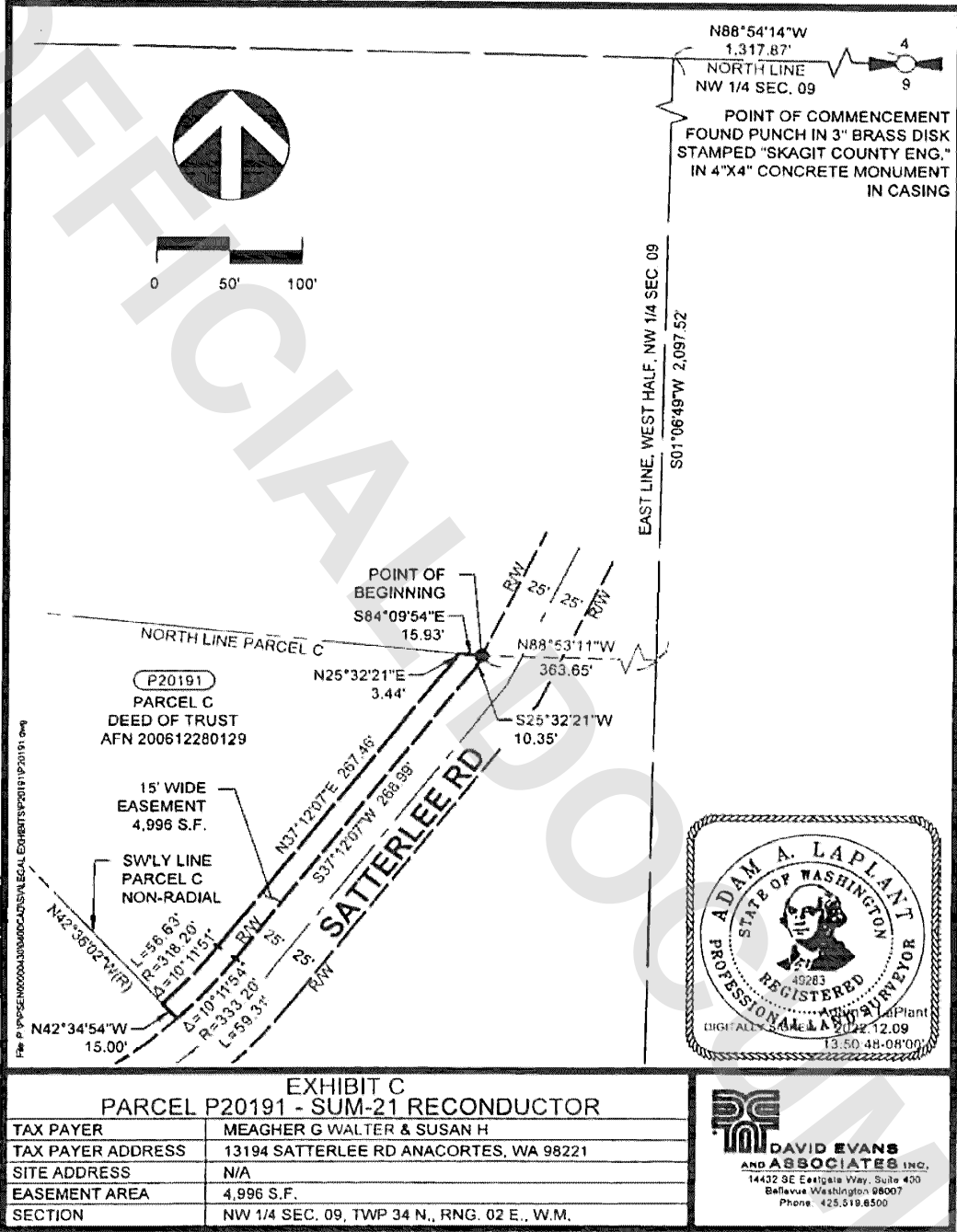
DIGITALLY SIGNED

Adam A LaPlanti
2022.12.09
13:50:26-08'00'



DAVID EVANS
AND ASSOCIATES INC.

14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500



RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
P.O. Box 97034 BOT-020
Bellevue, WA 98009-9734

**PUGET SOUND ENERGY****EASEMENT**

REFERENCE #: N/A
GRANTOR: G. WALTER MEAGHER & SUSAN H. MEAGHER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 15, BLK 7, SIMILK BEACH, S9-T34N-R02E, W.M.
ASSESSOR'S TAX #: P69291 (4001-007-015-0009)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **G. WALTER MEAGHER, also shown of record as GEORGE W. MEAGHER and SUSAN H. MEAGHER**, husband and wife ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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 the ("Easement Area") described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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:

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.

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. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE 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.

4. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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.

5. Restoration. Following the 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.

6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. Condemnation. This Easement is granted under the threat of condemnation.

[signatures follow next page]

OWNER:

G. WALTER MEAGHER

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **G. Walter Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Appointment Expires:

Notary seal, text and all notations must not be placed within 1" margins

OWNER:

SUSAN H. MEAGHER

STATE OF _____)
)
 COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Susan H. Meagher**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____

_____, residing at _____

My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION
SKAGIT COUNTY PARCEL P69291**

LOT 15, BLOCK 7, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON;

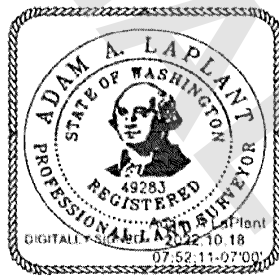
TOGETHER WITH THAT PORTION OF JIGGER STREET THAT ATTACHES BY OPERATION OF LAW AS SET FORTH IN VACATION ORDINANCE NO. 17683 RECORDED DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100127, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P69291

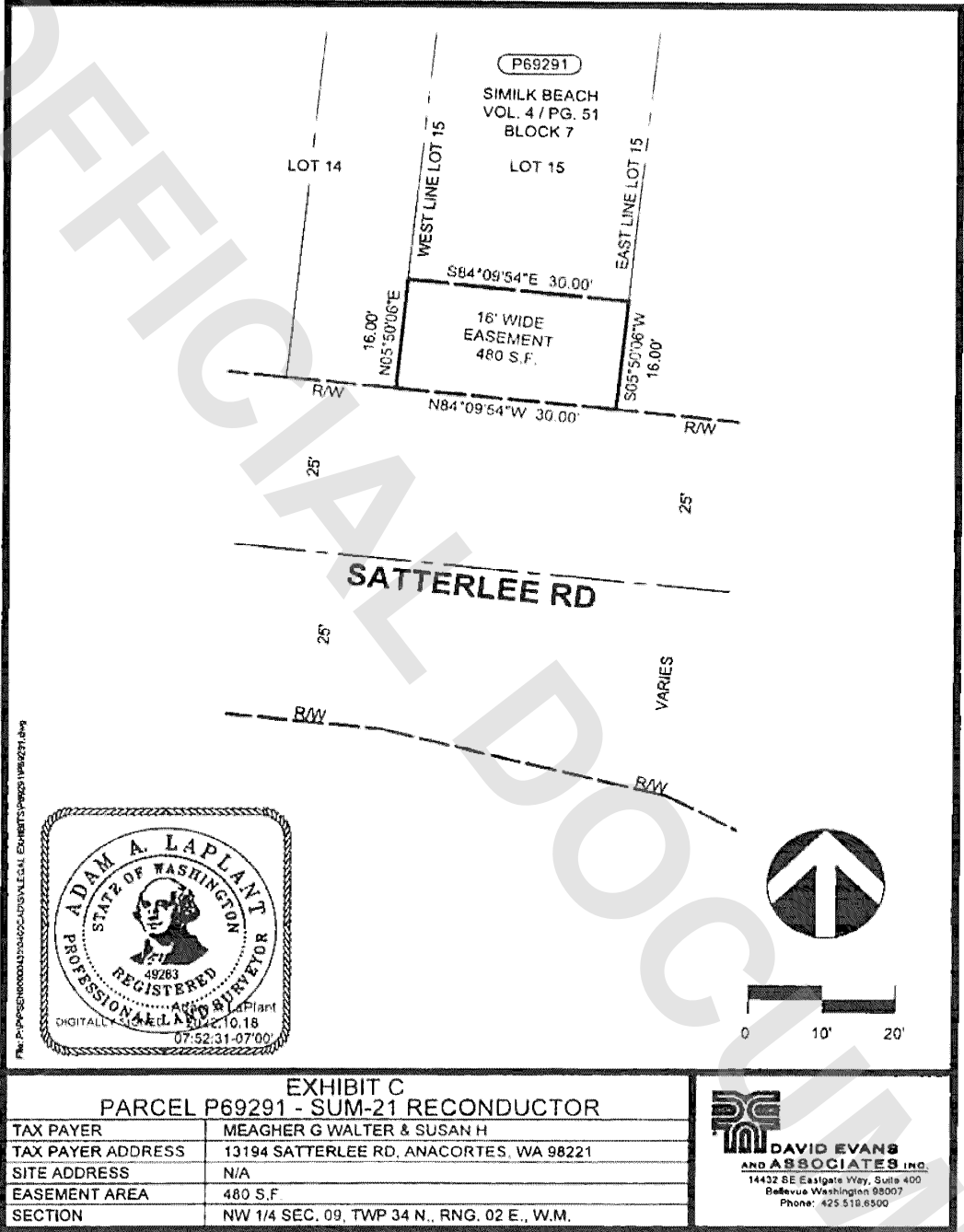
THE SOUTH 16.00 FEET OF LOT 15, BLOCK 7, SIMILK BEACH, SKAGIT CO.,
WASH., RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT
COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF
SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY,
WASHINGTON.

CONTAINING 480 SQUARE FEET, MORE OR LESS.

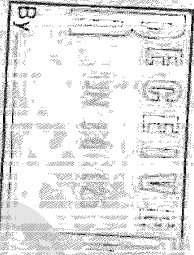


DAVID EVANS
AND ASSOCIATES INC.

14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500



MELISSA BEATON
SKAGIT COUNTY CLERK
205 W. KINCAID RM 103
MOUNT VERNON, WA 98273



Schwabe
Attn: Kathy Jurcich
700 Washington Street, Suite 701
Vancouver, WA 98660

