UNOFFICIAL DOCUMENT

201007120093
Skagit County Auditor
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RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M4463

GRANTOR: **TRINITY CONNECTION LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion NW¼ 19-35-2**
ASSESSOR'S PROPERTY TAX PARCEL: P55146

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **TRINITY CONNECTION, LLC, 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:

> LOTS 5 AND 6, BLOCK 45, "CITY OF ANACORTES", ACCORDING TO THE PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 2 OF PLATS, PAGE 4.
>
> SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 lying within the above described parcel – generally located in the southeasterly portion of said Lot 6. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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 construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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 Grantee's facilities without Grantee's prior written consent.

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

No monetary consideration paid

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 ~~JULY~~ 7th day of JULY, 2010.

GRANTOR:
TRINITY CONNECTION, LLC

BY: _____
Steven B. Estvold, manager

CONSENT BY LESSEE: **KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION**

BY: _____

Title: _____

MARIA-LYN NICHOLAS
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires Nov. 15, 2012

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 7th day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven B. Estvold, to me known to be the Manger, respectively of the **TRINITY CONNECTION LLC**, a Washington public port district formed pursuant to Title 53 RCW, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity. for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument..

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

Maria-lyn Nicholas
(Signature of Notary)
Maria-lyn Nicholas
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes
My Appointment Expires: 11-15-2012

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the person who signed as _____, of **KEYBANK NATIONAL ASSOCIATION**, the association 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 **KEYBANK NATIONAL ASSOCIATION** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **KEYBANK NATIONAL ASSOCIATION**.

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 Washington,
residing at _____

My Appointment Expires: _____

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

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 12 2010

Amount Paid $ -0-
Skagit Co. Treasurer
By Deputy

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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 _____ day of _____, 2010.

GRANTOR:
TRINITY CONNECTION, LLC

BY: _____
Steven B. Estvold, manager

CONSENT BY LESSEE: **KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION**

BY: Lakesha Peterson

Title: Facility Manager

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven B. Estvold, to me known to be the Manger, respectively of the **TRINITY CONNECTION LLC**, a Washington public port district formed pursuant to Title 53 RCW, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity. for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument..

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 Washington,
residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 7th day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lakesha Peterson, to me known to be the person who signed as Lakesha Peterson, of **KEYBANK NATIONAL ASSOCIATION**, the association 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 **KEYBANK NATIONAL ASSOCIATION** for the uses and purposes therein mentioned; and on oath stated that Lakesha Peterson was authorized to execute the said instrument on behalf of said **KEYBANK NATIONAL ASSOCIATION.**

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

_____
(Signature of Notary)
Daryna Mysko
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at KeyBank
My Appointment Expires: 10-29-2013

DARYNA V. MYSKO NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-29-13

Notary seal, text and all notarial requirements must be legible and complete

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