

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
PO Box 97034, EST-06W
Bellevue, WA 98009-9942



Skagit County Auditor
2/4/2014 Page

1 of

4 3:27PM

\$75.00

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement

FEB 04 2014

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

EASEMENT

SHARDIAN NORTHWEST TITLE CO.

ORIGINAL

ACCOMMODATION RECORDING ONLY

m9793

REFERENCE #:

GRANTOR: EQUILON ENTERPRISES, LLC.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE 1/4 4-24-2E
ASSESSOR'S PROPERTY TAX PARCEL: P33502 AND P19874

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, EQUILON ENTERPRISES, LLC, a Delaware 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 easement over, under, along across and through the following described real property ("Property" herein) in SKAGIT County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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:

TWENTY-FIVE (25) FOOT ON EITHER SIDE OF CENTERLINE OF ALL ELECTRIC TRANSMISSION CONDUCTOR AS INSTALLED OR TO BE INSTALLED, GOING INTO AND OUT OF, THE SHELL OIL "LINDE" SUBSTATION LOCATED ON THE REAL PROPERTY AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; AND 10 FEET ON EITHER SIDE OF CENTER LINE OF ALL OTHER FACILITIES AND EQUIPMENT, AS INSTALLED OR TO BE INSTALLED WITHIN AND SURROUNDING THE "LINDE" SUBSTATION (AS CONSTRUCTED UP A PORTION OF THE REAL PROPERTY DESCRIBED HEREIN) FOR PURPOSE OF SERVING THE SHELL OIL HYDROGEN SEPARATOR PLANT AND OR ANN FACILITIES ASSOCIATED THEREWITH.

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 specifically for the "LINDE" Substation which is constructed to provide high voltage transmission service to Shell Oil's hydrogen separator plant on the Shell Oil Refinery property in Anacortes, Washington. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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; 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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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.

5. **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.

6. **Abandonment.** The rights herein granted shall continue until such time as the facilities served under this easement are not longer needed to serve the Grantor's property described in Exhibit "A" attached hereto and made a part hereof, or in the event the 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.

7. **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 20 day of DECEMBER, 2013.

GRANTOR: EQUILON ENTERPRISES, LLC, a Delaware Limited Liability company

BY: Thomas J. Rizzo

BY: _____

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 20 day of December, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Rizzo and _____, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Kelly D. Bauer
(Signature of Notary)

Kelly D. Bauer
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes

My Appointment Expires: 3/6/17

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate 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: _____



"EXHIBIT A"

GOVERNMENT LOTS 1 AND 2 LYING WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 2 EAST, W. M., SKAGIT COUNTY, WASHINGTON, AND

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF BARTHOLOMEW ROAD:

THAT PORTION OF THE SOUTHEAST 1/4 NORTHWEST 1/4 LYING NORTHEASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY EXCEPT THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND EXCEPT COUNTY ROADS TOGETHER WITH THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 LYING NORTHERLY OF SOUTH MARCHS POINT ROAD AND LYING SOUTHERLY OF A LINE 1762 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 EXCEPT THE FOLLOWING DESCRIBED TRACTS THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 WHICH IS 310 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION THENCE NORTH 0-45 EAST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 31.64 FEET MORE OR LESS TO A POINT IN AN EXISTING FENCE LINE AS SAID FENCE EXISTED ON MAY 31 1961 THENCE SOUTH 89-36 EAST ALONG SAID FENCE A DISTANCE OF 175.08 FEET MORE OR LESS TO A POINT ON A CURVE ON THE WEST LINE OF THE GREAT NORTHERN RAILROAD RIGHT OF WAY THENCE SOUTHEASTERLY ALONG SAID CURVE 41.80 FEET MORE OR LESS TO CURVE 41.80 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4 THENCE NORTH 89-27 WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 201.74 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING ALSO EXCEPT THE EAST 310 FEET OF THE NORTH 429 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4 EXCEPT THAT PORTION LYING WITHIN THAT CERTAIN 100 FOOT WIDE RAILROAD RIGHT OF WAY AS CONVEYED BY DEED RECORDED JANUARY 10 1890 IN VOLUME 9 OF DEEDS PAGE 317 RECORDS OF SKAGIT COUNTY AND EXCEPT ROAD RIGHT OF WAY IF ANY TOGETHER WITH THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION THENCE SOUTH ALONG THE WEST LINE THEREOF 404.25 FEET MORE OR LESS TO THE NORTHWEST CORNER OF A TRACT CONVEYED TO HANNAH STEVENS BY DEED RECORDED MARCH 23 1931 IN VOLUME 157 OF DEEDS PAGE 421 THENCE EAST ALONG THE NORTH LINE OF SAID STEVENS TRACT 80 RODS THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO AND 80 RODS EAST OF THE WEST LINE OF SAID SUBDIVISION 404.25 FEET MORE OR LESS TO THE NORTH LINE OF SAID SUBDIVISION THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING EXCEPT ROAD ALONG THE WEST LINE THEREOF EXCEPT THAT PORTION IF ANY LYING EAST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND EXCEPT THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE INTERSECTION OF THE BARTHOLOMEW ROAD #27 AND THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 4 THENCE SOUTH 89-5-15 EAST 1329.46 FEET AND THE POINT OF ENDING OF SAID LINE, ALSO



Equilon Enterprises
dba Shell Oil
Linde Substation
Easement

"EXHIBIT A" CONTINUED

TOGETHER WITH THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION THENCE SOUTH TO THE SOUTH LINE OF THE COUNTY ROAD RUNNING ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING THENCE SOUTH TO THE NORTH LINE OF PINKERTON ROAD THENCE EAST 219.8 FEET MORE OR LESS TO THE WEST LINE OF THE COUNTY ROAD THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SOUTH TEXAS ROAD THENCE WEST TO THE POINT OF BEGINNING EXCEPT THE SOUTH 80 FEET OF THE NORTH 200 FEET OF THE EAST 1/2 OF THE WEST 219.8 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND EXCEPT COUNTY ROADS ALSO TOGETHER WITH THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD ALONG THE WEST LINE OF SAID SUBDIVISION WHICH IS 412.5 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THENCE EAST TO THE EAST LINE OF SAID SUBDIVISION THENCE SOUTH ALONG SAID EAST LINE 412.5 FEET TO THE TRUE POINT OF BEGINNING THENCE WEST 270 FEET THENCE NORTH 127.27 FEET MORE OR LESS TO THE CENTERLINE OR CENTERLINE PROJECTED EAST OF A STREET SHOWN ON THE PLAT OF ROBERTSON EVERETT ADDITION THENCE EAST ALONG THE CENTERLINE OF SAID STREET PROJECTED EAST 270 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THENCE SOUTH ALONG THE SAID EAST LINE 127.27 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR PUBLIC ROAD PURPOSES BY DEED RECORDED JULY 8 1966 UNDER AUDITOR'S FILE NO 685207. TOGETHER WITH THOSE PORTIONS OF RIGHT-OF-WAY KNOWN AS SOUTH TEXAS LANE LYING WITHIN THE SE 1/4 OF THE NE 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTHERN EDGE OF THE RIGHT-OF-WAY DEEDED AS SOUTH TEXAS ROAD PER SKAGIT COUNTY RESOLUTION #R20110423. TOGETHER WITH THOSE PORTIONS OF RIGHT-OF-WAY KNOWN AS SOUTH TEXAS LANE LYING WITHIN THE SE 1/4 OF THE NE 1/4 4-34-2 AS ESTABLISHED BY SKAGIT COUNTY COMMISSIONER RESOLUTION #9521 EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTHERN EDGE OF THE RIGHT-OF-WAY DEEDED AS SOUTH TEXAS ROAD PER SKAGIT COUNTY RESOLUTION R20120030 RECORDED UNDER AF#201202240061

