



201407210092

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Skagit County Auditor

\$74.00

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RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

Easement
JUL 21 2014

Amount Paid \$0
Skagit Co. Treasurer
By *mlm* Deputy

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): **GMG PROPERTIES, LLC., a Washington limited liability company**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN Tract B, SP Lyman 02-2001 in S17, T35N R6 E**
ASSESSOR'S PROPERTY TAX PARCEL: **P99924,350617-002-0406**

M4820
ACCOMMODATION RECORDING ONLY

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **GMG PROPERTIES, 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 incorporated by reference.

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 strip of land ten (10) feet in width 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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

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. 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.

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No monetary consideration paid

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 16th day of July, 2014.

OWNER/S:

**GMG Properties, LLC., a
Limited liability company**

BY: _____

MAT GUNTHER

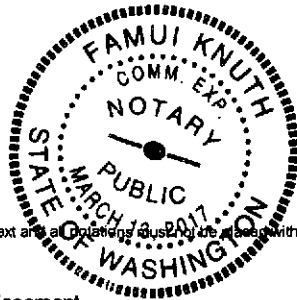
BY: _____

STATE OF WASHINGTON)
COUNTY OF King) SS

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

On this 16 day of July, 2014, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Matthew Gunther, to me known to be the person/s who signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the GMG Properties LLC of 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.



Notary seal, text and all signatures must be placed within 1" margins

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(Signature of Notary) Famui Knuth

(Print or stamp name of Notary) FAMUI KNUTH

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

My Appointment Expires: March 10, 2017



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EXHIBIT A

Tract B, Short Plat No. Lyman 02-2001, approved December 12, 2001, recorded December 27, 2001, under Auditor's File No. 200112270045, and being a portion of the Northwest quarter of the Northeast quarter of Section 17, Township 35 North, Range 6 East, W.M.

EXCEPT that portion thereof described as follows:

Beginning at the Northeast corner of said Tract B;

Thence South 04°34'24" West 75.27 feet along the East line of said Tract B (shown as South 04°26'04" West on said Short Plat);

Thence North 89°17'02" West 196.55 feet;

Thence North 00°42'58" East 67.85 feet to the North line of said Tract B;

Thence North 81°50'18" East 62.92 feet along said North line (shown as North 81°41'58" East on said Short Plat) to a corner of said Tract B;

Thence South 88°16'32" East 139.47 feet along said North line (shown as South 88°24'52" East on said Short Plat) to the Point of Beginning.

Situated in the State of Washington, County of Skagit.

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