

201408180086
Skagit County Auditor
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RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

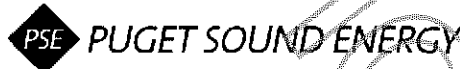
AUG 18 2014

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

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9824



EASEMENT

GRANTOR (Owner): AGREE BURLINGTON, LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lots 19 - 21, Block 6 KNUTZEN'S ADDITION TO BURLINGTON
ASSESSOR'S PROPERTY TAX PARCEL: P72735/4089-006-024-0005

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **AGREE BURLINGTON, LLC, a Delaware 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) Skagit County, Washington:

Lots 19, 20, 21, 22, 23 and 24, Block 6, "KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON," as per plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington;
EXCEPT that portion of Lots 22, 23 and 24 conveyed to the City of Burlington under Auditor's File Number 200809240055.

Situate in the City of Burlington, County of Skagit, State of Washington.

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:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property generally located in the westerly portion of the above described Property.

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:

No monetary consideration paid

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.

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 12th day of August, 2014.

OWNER:
AGREE BURLINGTON, LLC

BY: AGREE LIMITED PARTNERSHIP, managing member

Name:

Joel N. Agree (initials)

Title:

President & CEO



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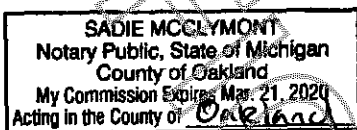
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STATE OF Michigan)
COUNTY OF Oakland) ss

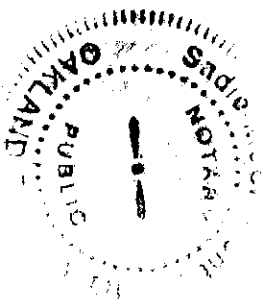
On this 12 day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Joel Agree to me known to be the person(s) who signed as managing member of AGREE LIMITED PARTNERSHIP, the managing member of AGREE BURLINGTON, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of AGREE BURLINGTON, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said.

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



Sadie McClymont
(Signature of Notary)
Sadie McClymont
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
residing at Michigan
My Appointment Expires: 3-21-2020

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



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