



Skagit County Auditor
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**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

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

Easement
JAN 06 2015

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



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): **WESTERN REMAN COMPANY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SE NE SEC 16 TWP 35N RG 6E**
ASSESSOR'S PROPERTY TAX PARCEL: **P44826 / 350616-1-008-0005**

ACCOMMODATION RECORDING ONLY

m4846

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WESTERN REMAN COMPANY**, a Washington corporation ("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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any tree located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. 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.

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No monetary consideration paid

4. **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.

5. **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.

6. **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.

7. **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.

8. **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 30 day of DECEMBER, 2014.

OWNER/S:

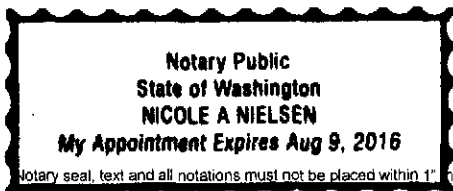
BY: [Signature]

BY: [Signature]

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 30th day of December, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald Dargatzis to me known to be the person who signed as Owner of WESTERN REMAN COMPANY, the corporation 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 WESTERN REMAN COMPANY for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said WESTERN REMAN COMPANY.

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



[Signature]
(Signature of Notary)
Nicole Nielsen
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 177 S. Burlington Blvd
My Appointment Expires: 08/09/2016

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EXHIBIT A

Legal Description:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16; thence North $1^{\circ}09'39''$ East, along the East line of said Section, a distance of 118.00 feet to the Northeast corner of that one (1) acre parcel transferred to Fred Hunger and Linda Hunger, husband and wife, by deed dated May 4, 1989, and recorded under Auditor's File No. 8905150017, and which point is the true point of beginning of this property description; thence continuing North $1^{\circ}09'39''$ East along the East line of said Section, a distance of 1141.71 feet, more or less, to a point at the intersection of the Southerly line of that railroad right-of-way as conveyed to the Seattle and Northern Railway Company by Deeds recorded May 3, 1890, in Volume 10 of Deeds, page 565, and recorded January 5, 1900, in Volume 40 of Deeds, page 219; thence North $89^{\circ}11'17''$ West, along the Southerly line of said Seattle and Northern Railway Company right-of-way, a distance of 600.84 feet, more or less, to a point 600 feet West, when measured at right angles to, the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16; thence South $9^{\circ}09'36''$ East, a distance of 1183.49 feet, more or less, to the Northwest corner of said one (1) acre parcel transferred to Fred Hunger and Linda Hunger by Auditor's File No. 8905150017; thence South $88^{\circ}04'42''$ East, parallel to the South line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, along the North line of said Hunger parcel, a distance of 388.00 feet to the true point of beginning, and containing 13.04 acres, more or less;

EXCEPT from the above described property, that portion conveyed to Skagit County for Road purposes by Deed recorded January 8, 1897, in Volume 31 of Deeds, page 695, under Auditor's File No. 25605.

Situate in Skagit County, Washington.

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