

RETURN ADDRESS:

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



201505140064

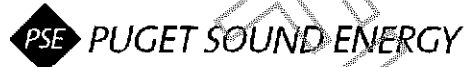
Skagit County Auditor

\$75.00

5/14/2015 Page

1 of

4 2:11PM



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner):

JDC BURLINGTON, LLC

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion SW 1/4 8-34-4

ASSESSOR'S PROPERTY TAX PARCEL: P132579/8090-000-0000-0001

m9869

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JDC BURLINGTON, L.L.C., a Missouri 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:

Lot 1 of City of Burlington Binding Site Plat No. 1-14, recorded under Auditor's File Number 201411130039, records of Skagit County, Washington, being a portion of Section 8, Township 34 North, Range 4 E.W.M.

Situate in 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 underground electrical facilities as now constructed, to be constructed, extended or relocated lying within the above described property.

THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO PSE.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; 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

RW-091434/105077412
SW 1/4 8-34-4

No monetary consideration paid

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.

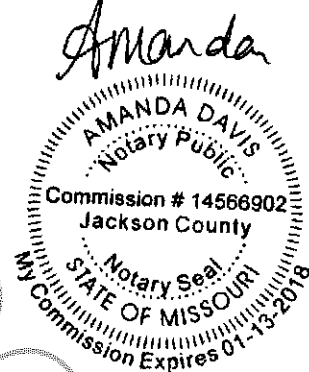
7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 16th day of April, 2015.

OWNER:

JDC BURLINGTON, L.L.C., a Missouri limited liability company

By: Kevin R. Jones, Its Manager



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAY 14 2015

Amount Paid \$
Skagit Co. Treasurer
By *1nm* Deputy

STATE OF MISSOURI)

) ss

COUNTY OF JACKSON)

On this 10th day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin R. Jones, to me known to be the person who signed as Manager, of JDC BURLINGTON, L.L.C. the Missouri 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 of JDC BURLINGTON, L.L.C. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said of JDC BURLINGTON, L.L.C.

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

See above
(Signature of Notary)

Amanda Davis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Missouri

My Appointment Expires: January 13, 2018

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

EXHIBIT "A"

Parcel A: (P24138)

That portion of Government Lot 11 of Section 8, Township 34 North, Range 4 E.W.M., described as follows:

Beginning at the intersection of the North line of said Lot with the East line of the West Half of said Lot; Thence South along said East line to a point which is 570 feet South of said North line and the True Point of Beginning; Thence East parallel with the North line of said Government Lot 11 a distance of 150 feet, more or less, to the West line of the East 180 feet of the West Half of the East Half of Government Lot 11; Thence South along said West line to the toe of the dike along the North side of the Skagit River; Thence West along said dike a distance of 150 feet, more or less, to the East line of the West Half of said Government Lot 11; Thence North along said East line to the Point of Beginning;

EXCEPT Dike District right-of-way;

ALSO EXCEPT county road;

AND ALSO EXCEPT those certain two strips or pieces boundary line adjusted to the East by documents recorded under Auditor's File Numbers 94006150104 and 9406270082, records of Skagit County, Washington;

AND ALSO EXCEPT that portion conveyed to the City of Burlington by document recorded under Auditor's File Number 200007120008, records of Skagit County, Washington.

Parcel B: (Portion P132579)

That portion of the East Half of Government Lot 11, Section 8, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the intersection of the West line of the East 180 feet of the West Half of the East Half of said Government Lot 11 with the South line of Lot 2 of Short Plat No. BU-1-97 approved on May 20, 1997 and recorded on June 17, 1997 under Auditor's File No. 9706170016, Records of Skagit County, Washington; thence North 89 Degrees 36'59" West along the South line of said Short Plat a distance of 12.36 feet to the Southwest corner of said Short Plat; thence North 0 Degrees 09'13" East along the West line of said Short Plat a distance of 100.09 feet; thence North 89 Degrees 47'05" East a distance of 341.48 feet; thence South 0 Degrees 12'55" East a distance of 100.01 feet to an angle point in the Southerly line of said Short Plat; thence continuing along the South line of said Short Plat the following courses and distances:

South 89 Degrees 47'19" West 161.35 feet; thence

South 0 Degrees 51'20" East 1.98 feet; thence

North 89 Degrees 36'59" West 168.46 feet to the POINT OF BEGINNING.

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