

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



201505200055

Skagit County Auditor

\$75.00

5/20/2015 Page

1 of

4 1:40PM

RETURN ADDRESS:

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

MAY 20 2015

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy
EASEMENT

GRANTOR: SIERRA PACIFIC INDUSTRIES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SW 1/4 NW 1/4 11-35-6
ASSESSOR'S PROPERTY TAX PARCEL: P41030/350611-2-003-0003

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9870

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SIERRA PACIFIC INDUSTRIES (successor by merger to SIERRA PACIFIC HOLDING CO.)**, a California corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 E.W.M. LYING NORTH OF THE SOUTH LINE OF THE LYMAN TIMBER COMPANY'S RIGHT OF WAY AS CONVEYED IN INSTRUMENT RECORDED IN VOLUME 99 OF DEEDS, PAGE 357, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 E.W.M. BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID LYMAN TIMBER COMPANY INTERSECTS THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE PROCEED IN A NORTHWESTERLY DIRECTION ALONG THE SAID NORTH LINE OF THE SAID RIGHT OF WAY A DISTANCE OF 250 FEET; THENCE PROCEED NORTH 200 FEET; THENCE PROCEED EAST TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY; THENCE PROCEED SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS TEN (10) AND ELEVEN (11), TOWNSHIP 35 NORTH, RANGE 6 E.W.M.; THENCE PROCEED NORTH 0°28' EAST 1319.1 FEET TO THE 1/16 CORNER COMMON TO SAID SECTION 10 AND 11; THENCE PROCEED NORTH 89°28' EAST 711.7 FEET ALONG NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO A POINT 600 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE PROCEED SOUTH 525 FEET; THENCE PROCEED WEST 100 FEET; THENCE PROCEED DIAGONALLY SOUTHWEST FOR COORDINATED DISTANCES OF 100 FEET WEST AND 75 FEET SOUTH; THENCE PROCEED SOUTH 50 FEET; THENCE PROCEED WEST 400 FEET; THENCE PROCEED SOUTH 250 FEET; THENCE PROCEED EAST 200 FEET; THENCE PROCEED SOUTH 100 FEET; THENCE PROCEED EAST 100 FEET; THENCE PROCEED SOUTH 100 FEET; THENCE PROCEED DIAGONALLY SOUTHWEST FOR COORDINATED DISTANCES OF 210 FEET WEST AND 219.1 FEET SOUTH TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE PROCEED WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

No monetary consideration paid

AND ALSO EXCEPT THAT PORTION, IF ANY, AS CONVEYED TO SKAGIT COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 61679, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric distribution lines; transformers, 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; 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 trees 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.

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. Owner shall have the right, at its cost and in cooperation with PSE, to relocate the Easement, provided that such relocation may not materially adversely affect PSE's rights hereunder in the Easement.

6. Compliance with Laws. PSE expressly understands and agrees that PSE is responsible for abiding by and complying with all federal, state, county and local laws, rules, regulations and ordinances applicable to its use of the Easement Area, including, but not limited to, those relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited or relating to pollution or protection of the environment, of natural resources or of public health and safety. No smoking shall be permitted on the Property at any time.

7. **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.

8. **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.

9. **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.

10. **Entire Agreement.** This Easement, together with any and all attachments and exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Easement made by the parties shall be invalid unless executed in a writing signed by all parties.

11. **No Third Party Beneficiary.** Nothing in this Easement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Easement.

DATED this 5th day of May, 2015.

GRANTOR:

SIERRA PACIFIC INDUSTRIES

BY [Signature]

Title: CFO

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **SIERRA PACIFIC INDUSTRIES**, the California 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 **SIERRA PACIFIC INDUSTRIES** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **SIERRA PACIFIC INDUSTRIES**.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of _____
residing at _____

My Appointment Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Shasta

On May 5, 2015 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. D. Emerson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan E. Witherspoon (Seal)

