



201508100151

Skagit County Auditor

\$76.00

8/10/2015 Page

1 of

5 3:26PM

**RETURN ADDRESS:**

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

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

*easement*

AUG 10 2015

Amount Paid \$✓

Skagit Co. Treasurer

By *mlm* De

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY



PUGET SOUND ENERGY

**EASEMENT***114886*

## REFERENCE #:

GRANTOR (Owner):

VOROBK INVESTMENT PROPERTY, LLC

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion of NE SEC 09-TS 34N-R 03E

ASSESSOR'S PROPERTY TAX PARCEL: P109667

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VOROBK INVESTMENT PROPERTY, 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 BY THIS REFERENCE MADE A PART HEREOF.**

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 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

**A SKETCH OF THE APPROXIMATE EASEMENT AREA TITLE D EXHIBIT "B" IS ATTACHED FOR INFORMATIONAL PURPOSES ONLY.**

**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.

*No monetary consideration paid*

**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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**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 28 day of JULY, 2018

OWNER: **VOROBK INVESTMENT PROPERTY, LLC**  
**A Washington Limited Liability Company**

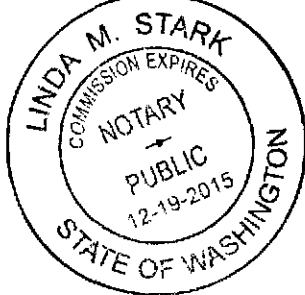
By: \_\_\_\_\_

Its: MUR

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 28th day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark S. Vorobik to me known or proved by satisfactory evidence to be the person who signed as Manager of **VOROBK INVESTMENT PROPERTY, LLC**, the limited liability company 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 said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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



Linda M. Stark  
(Signature of Notary)

Linda M. Stark  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at Sedro-Woolley, WA

My Appointment Expires 12-19-2015

Notary seal, text and all notations must be inside 1" margins

**EXHIBIT A**

LOT "B", SHORT PLAT NO. 93-007, APPROVED JUNE 21, 1993, RECORDED JULY 20, 1993, IN VOLUME 10 OF SHORT PLATS, PAGES 217 AND 218, UNDER AUDITOR'S FILE NO. 9307200029 AND BEING A PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

EXHIBIT B

