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Skagit County Auditor

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9/3/2015 Page

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7 1:55PM

AFTER RECORDING MAIL TO:Name PUGET SOUND ENERGY, INCAddress 1660 PARK LANECity / State BURLINGTON, WA 98233REAL ESTATE DEPT**Document Title(s):** (or transactions contained therein)

1. EASEMENT AGREEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:☐ Additional numbers on page _____ of document**Grantor(s):** (Last name first, then first name and initials)

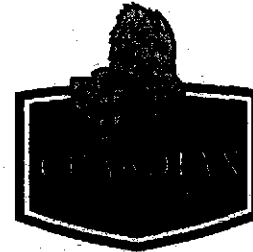
1. SIERRA PACIFIC INDUSTRIES
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document**Grantee(s):** (Last name first, then first name and initials)

1. PUGET SOUND ENERGY, INC
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)PTN W² 11-35-6☐ Complete legal description is on page _____ of document**Assessor's Property Tax Parcel / Account Number(s):**P67261P41032P41028

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M9891

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

EASEMENT AGREEMENT

ORIGINAL

REFERENCE #: 201505200055
GRANTOR: SIERRA PACIFIC INDUSTRIES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN W 1/4 SEC. 11-35N-06E W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P67261 / 3947-000-003-0106, P41032 / 350611-2-006-0000, and P41028 / 350611-2-001-0005

This EASEMENT AGREEMENT ("Agreement") is made this 15th day of September, 2015, by and between SIERRA PACIFIC INDUSTRIES (successor by merger to SIERRA PACIFIC HOLDING CO.), a California corporation ("Grantor"), and PUGET SOUND ENERGY INC., a Washington corporation ("Grantee").

RECITALS

A. Grantor owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows:

See EXHIBIT "A" Attached hereto and by this reference made a part hereof.

B. Grantee desires a perpetual easement on, over, and across a portion of the Grantor Parcel and Grantor is willing to grant and convey such an easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement on, over, and across that portion of Grantor's Property described as follows (the "Access Easement"):

Over, across and through existing access roads within Grantor's Property or any future necessary or convenient access ways that may be constructed, reconstructed or modified within said property.

SKAGIT 911 ACCESS EASEMENT
WO#105076033/RW-089352
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NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 03 2015

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

(A diagram is attached hereto as Exhibit "B" as a visual aid only.)

2. Grantee's Use of the Easement Area. Grantee may use the Access Easement for ingress and egress to Grantee's utility systems which are located or may in the future be located in **Easement Area as conveyed to Grantee on May 15, 2015, and recorded on May 20, 2015 in the records of Skagit County, Washington, under Skagit County Auditor File Number 201505200055.**
3. Grantor's Use of Easement Area. Grantor reserves the right to use the Access Easement for any purpose not inconsistent with the rights herein granted.
4. Restoration. PSE shall, to the extent reasonably practicable, restore surfaces affected by PSE's ingress and egress 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. Indemnity. PSE agrees to indemnify Grantor from and against liability incurred by Grantor 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 Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.
6. 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.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

GRANTOR:

Sierra Pacific Industries

By: 

Title: CEO

GRANTEE:

Puget Sound Energy, Inc., a Washington

By: 

Darby Broyles, Supervisor Real Estate

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 August 20, 2015 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. D. Emmerson
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.

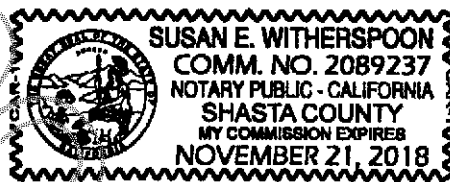
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan E. Witherspoon

(Seal)



On this 1 day of September, 2015, before me, the undersigned, personally appeared Darby Broyles, to me known to be the Supervisor Real Estate of PUGET SOUND ENERGY, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

State of Washington
KIMBERLY THOMASON LUKENS
My Appointment Expires Jun 10, 2019

SKAGIT 911 ACCESS EASEMENT
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EXHIBIT "A"
(Grantor Parcel)

PARCEL 1 (P67261 / 3947-000-003-0106):

The East 2.70 acres of Lot 3, LIVERMORE'S HAMILTON ACREAGE, lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the West line of Lots 2, 5 and 8, LIVERMORE'S HAMILTON ACREAGE;

Except road rights of way.

PARCEL 2 (P41032 / 350611-2-006-0000):

The Southeast Quarter of the Northwest Quarter of Section 11, Township 35 North, Range 6 East, Willamette Meridian, Skagit County Washington;

Except that portion, if any, conveyed to Skagit County by instrument recorded under Auditors File No. 616779, records of Skagit County, Washington.

PARCEL 3 (P41028 / 350611-2-001-0005):

The Northeast Quarter of the Northwest Quarter of Section 11, Township 35 North, Range 6 East, Willamette Meridian, Skagit County Washington;

Except that portion, if any, conveyed to Skagit County by instrument recorded under Auditors File No. 616779, records of Skagit County, Washington.

All in the County of Skagit, State of Washington (the "Grantor Parcel").

