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Skagit County Auditor

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12/30/2015 Page

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**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
 Attn: Real Estate Dept. / JAS  
 P.O. Box 97034, PSE-10S  
 Bellevue, WA 98009-9734

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

104406

**REFERENCE #:****GRANTOR (Owner): Commercial Cold Storage, Inc.****GRANTEE (PSE): Puget Sound Energy, Inc.****SHORT LEGAL: Portion of SE 19-34-04E****ASSESSOR'S PROPERTY TAX PARCEL: P26500 and P26498**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **COMMERCIAL COLD STORAGE, INC.**, 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:

**Parcel A and Parcel B of Survey recorded under Skagit County Auditor's File Number 8412060018, being a portion of the Southeast Quarter of Section 19, Township 34 North, Range 4 East, W.M.**

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:

**Easement Area No. 1:**

**The West 15' of the above described Property lying parallel with and adjoining the West boundary of the above described Property.**

**Easement Area No. 2:**

**Beginning at a Point that is 21 feet North of the Southwest corner of the above described property, as measured along the West boundary of the above described Property;  
 THENCE South along said West boundary to the Southwest corner of the above described Property;  
 THENCE East along the South boundary of the above described Property a distance of 155 feet;  
 THENCE Westerly to the Point of Beginning.**

**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 gas and 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 transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and parts, 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 and reasonable 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.

**NO MONETARY CONSIDERATION**

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 and hold Owner harmless from and against any 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, or alternatively, Owner may require PSE to remove any above-ground facilities at PSE's cost. No termination shall be deemed to have occurred by PSE's failure to install its systems within 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<sup>th</sup> day of December, 2015.

OWNER:

BY: [Signature]

BY: \_\_\_\_\_

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2015

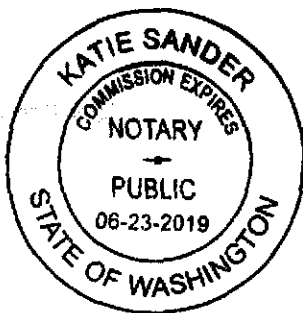
DEC 30 2015

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

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Gary Thor  
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and  
acknowledged it as the managing member of Commercial Cold Storage, Inc. to be  
the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 12-30-15

Signature of [Signature]  
Notary Public  
Title Notary Public

My appointment expires 6-23-19

State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be  
the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of \_\_\_\_\_  
Notary Public  
Title Notary Public

My appointment expires \_\_\_\_\_