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Skagit County Auditor

\$76.00

2/19/2016 Page

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4 3:38PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW/Real Estate
1660 Park Lane
Burlington, WA 98233

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

m 4414

ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR (Owner):

MARK KNUTZEN FARMS, INC.

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

GL 1, SEC. 31-35N-04E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 350431-0-001-0007 (P38128)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MARK KNUTZEN FARMS, 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, along, across, and through the following described real property (the "Property" herein) in Skagit County, Washington:

GOVERNMENT LOT 1 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT THE AS BUILT AND EXISTING COUNTY ROADS RUNNING ALONG THE WEST LINE AND THE NORTH LINE THEREOF, COMMONLY KNOWN AS PULVER ROAD AND WILSON ROAD; AND ALSO EXCEPT DITCH RIGHT OF WAY AS CONDEMNED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 3604.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Except as may be expressly otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

THE WEST 53 FEET OF THE NORTH 10 FEET OF THE SOUTH 50 FEET OF THE ABOVE DESCRIBED REAL PROPERTY.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove and upgrade *the existing overhead facilities electric transmission and distribution lines and to provide for one additional electric line* within the Easement Area for purposes of transmission, distribution and sale of electricity. Such systems are limited to this specific purpose.

NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
FEB 19 2016

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

PSE shall have the right of access to the Easement Area 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 provided, however that PSE shall not interfere with Owner's use of the Easement Area, **including farming of 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, 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.

4. Owner's Use of Easement Area. Owner specifically reserves the right to use the Easement Area for any purpose that does not interfere 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. By accepting and recording this easement, PSE agrees to indemnify and hold harmless Owner from any and all claims for injuries and/or damages suffered by any person which may be caused by PSE's exercise of the rights herein granted; provided, that PSE shall not be responsible to Owner for any injuries and/or damages to any person caused by acts or omissions of Owner.

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 February, 2016.

OWNER/GRANTOR:

MARK KNUTZEN FARMS, INC.,
a Washington corporation

BY: Mark I. Knutzen
Mark I. Knutzen, its President

PSE/GRANTEE:

PUGET SOUND ENERGY, INC.,
a Washington corporation

BY: Darby Broyles
Darby Broyles, Supervisor Real Estate

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this 16th day of February, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark I. Knutzen, to me known to be the person who signed as president of MARK KNUTZEN FARMS, INC., the corporation 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 MARK KNUTZEN FARMS, INC., for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said MARK KNUTZEN FARMS, INC.

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 Washington,
residing at Skagit County

My Appointment Expires: 7-12-16

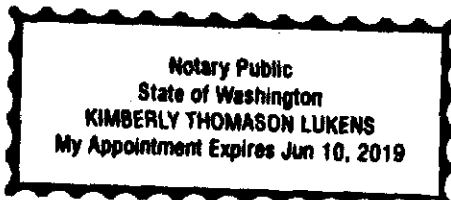
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this 16 day of February, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darby Broyles, to me known to be the person who signed as Spouse of PUGET SOUND ENERGY, INC., the 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 PUGET SOUND ENERGY, INC., 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 PUGET SOUND ENERGY, INC.

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 Washington,
residing at Skagit

My Appointment Expires: 6-10-2019

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

EXHIBIT "A"

