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Skagit County Auditor

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4/25/2016 Page

1 of

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**POOR ORIGINAL**

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Darby Broyles  
1660 Park Lane  
Burlington, WA 98233



**GUARDIAN NORTHWEST TITLE CO.  
EASEMENT ACCOMMODATION RECORDING ONLY**

**REFERENCE #:**

GRANTOR (Owner): **SKAGIT RIVER FARM LANDS, LLC**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 2, NE23-35N-05E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P40133 / 350523-2-022-0001**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SKAGIT RIVER FARM LANDS, 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 DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" 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, 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:

**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.

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, 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 22nd day of April, 2015 ~~2014~~

OWNER:

SKAGIT RIVER FARM LANDS, LLC,  
a Washington Limited Liability Company

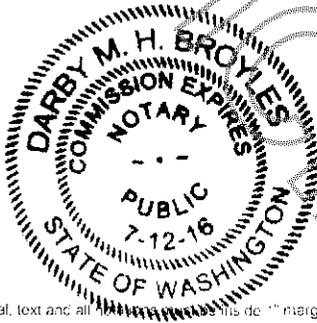
By: *George S. Vojkovich*  
George S. Vojkovich, member

By: *Eiko T. Vojkovich*  
Eiko T. Vojkovich, member

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 22nd day of April, 2016, ~~2015~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George S. Vojkovich, to me known or proved by satisfactory evidence to be the person who signed as member, of SKAGIT RIVER FARM LANDS, LLC, the limited liability company 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 said limited liability company for the uses and purposes therein mentioned; and on oath stated that he 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.



Darby MH Broyles  
(Signature of Notary)

Darby MH Broyles  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit County

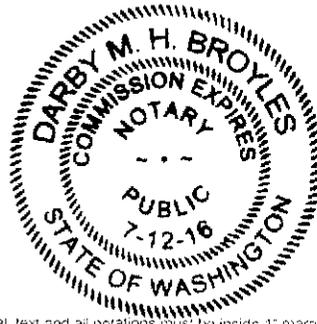
My Appointment Expires: 7.12.16

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 22nd day of April 2016, ~~2015~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eiko T. Vojkovich, to me known or proved by satisfactory evidence to be the person who signed as member, of SKAGIT RIVER FARM LANDS, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their 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 they were 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.



Darby MH Broyles  
(Signature of Notary)

Darby MH Broyles  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit County

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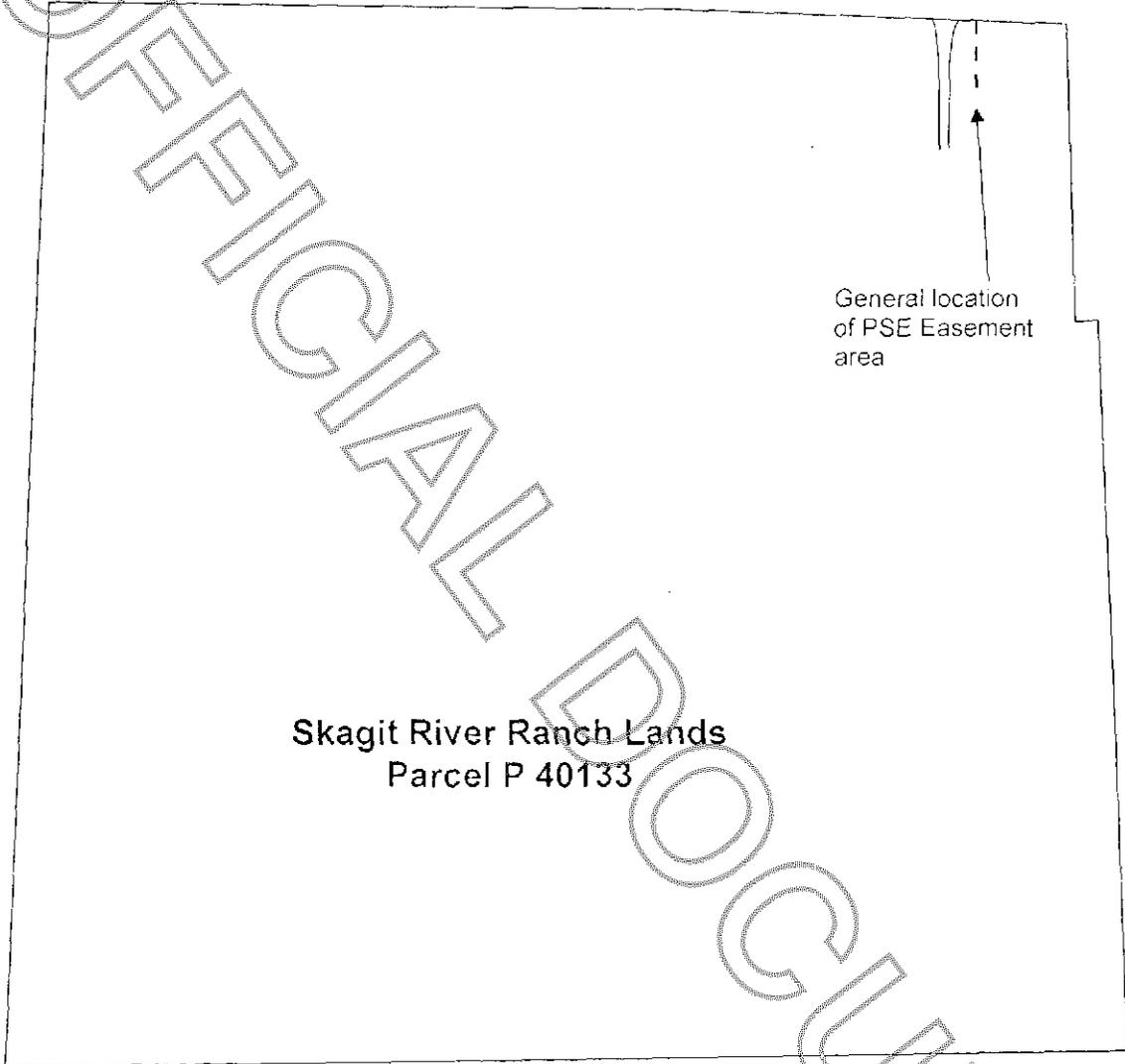
EXHIBIT A

GOVERNMENT LOT 2 IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT ROADS AND EXCEPT THE NORTH 398 FEET OF THE EAST 30 FEET OF GOVERNMENT LOT 2 CONVEYED TO SCHOOL DISTRICT NO. 69,

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B

Utopia Rd



Skagit River Ranch Lands  
Parcel P 40133