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Skagit County Auditor

\$77.00

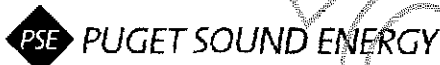
5/5/2016 Page

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5 1:46PM

RETURN ADDRESS:

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



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m 9431

EASEMENT

REFERENCE:

GRANTOR: **MBH GROUP, LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion SE ¼ of 30-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P28882/340430-0-070-0005, P28788/340430-0-011-0015, P126105/340430-0-070-0100**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MBH GROUP, LLC** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("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 Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

PARCEL A: (OVERHEAD FACILITIES)

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

PARCEL B: (UNDERGROUND FACILITIES)

EASEMENT AREA No. 1: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES EXTENDING FROM EXISTING POLE 451614-163457 TO INTERSECT THE EASTERLY 10 FEET OF THE WESTERLY 35 FEET OF THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA No. 2: THE EASTERLY 10 FEET OF THE WESTERLY 35 FEET OF THE ABOVE DESCRIBED PROPERTY ADJACENT TO THAT CERTAIN PARCEL CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED ON DECEMBER 9, 2002 UNDER AUDITOR'S FILE NUMBER 200212090262.

WO#105075675/RW-089281
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NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAY 05 2016

Amount Paid \$ /
Skagit Co. Treasurer
By *MMW* Deputy

EASEMENT AREA NO. 3: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES EXTENDING WESTERLY FROM EASEMENT AREA NO. 2 TO THAT CERTAIN PARCEL CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED ON DECEMBER 9, 2002 UNDER AUDITOR'S FILE NUMBER 200212090262.

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

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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; 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 28th day of April 2016.

EXHIBIT "A"
(REAL PROPERTY DESCRIPTION)

PARCELS P2882/P126105:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°40'44" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 505.95 FEET; THENCE SOUTH 1°12'41" WEST, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 585.00 FEET; THENCE NORTH 89°40'44" WEST 10.27 FEET TO THE WEST LINE OF PARCEL CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO 593256 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'44" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 358.19 FEET TO THE CENTER LINE OF CLEVELAND AVENUE PRODUCED SOUTH, AS ESTABLISHED IN THE CITY OF MOUNT VERNON; THENCE SOUTH 1°53'07" WEST ALONG THE CENTER LINE OF CLEVELAND AVENUE PRODUCED SOUTH, A DISTANCE OF 474.90 FEET TO THE NORTH LINE OF THAT CERTAIN 25 ACRE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO 139995, DATED MARCH 3, 1920; THENCE NORTH 89°59'46" EAST, ALONG SAID NORTH LINE AND SAID LINE PRODUCED, 644.95 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RIGHT-OF-WAY; THENCE NORTH 4°51'16" EAST, ALONG SAID RIGHT-OF-WAY, 176.15 FEET TO THE SOUTH LINE OF THE NORTH 2/3 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 89°53'45" WEST, ALONG THE SOUTH LINE THEREOF, 292.25 FEET TO THE WEST LINE OF PARCEL CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO 593256; THENCE NORTH 1°11'56" EAST, ALONG THE WEST LINE THEREOF, 296.61 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL P28788:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°40'44" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 505.95 FEET; THENCE SOUTH 1°12'41" WEST, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 585.00 FEET; THENCE NORTH 89°40'44" WEST 10.27 FEET TO THE WEST LINE OF PARCEL CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 593256; THENCE CONTINUE NORTH 89°40'44" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 139.49 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'44" WEST 218.70 FEET TO THE CENTER LINE OF CLEVELAND AVENUE PRODUCED SOUTH, AS ESTABLISHED IN THE CITY OF MOUNT VERNON; THENCE NORTH 1°53'07" EAST, ALONG THE CENTER LINE OF CLEVELAND AVENUE PRODUCED 345.15 FEET TO A POINT 240.00 FEET FROM THE INTERSECTION OF THE CENTER LINE PRODUCED SOUTH OF CLEVELAND AVENUE, AS ESTABLISHED IN THE CITY OF MOUNT VERNON, AND THE CENTER LINE OF SAID SECTION 30; THENCE SOUTH 89°40'44" EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4, 214.64 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 1°12'41" WEST, ALONG SAID LINE, A DISTANCE OF 345.06 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

BLACKBURN ROAD

