



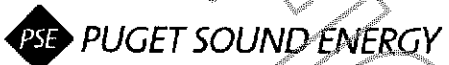
Skagit County Auditor
6/10/2016 Page 1 of 8 \$80.00
3:42PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JUN 10 2016

Amount Paid
Skagit Co. Treasurer
By *W Arn* Deputy



EASEMENT GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

REFERENCE #:
GRANTOR (Owner): **SKAGIT VALLEY FARM, LLC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GL 7, SW06-34N-04 EAST, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P23645 (XrefID 340406-3-037-0007)**

MA438

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SKAGIT VALLEY FARM, 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:

PLEASE SEE EXHIBIT "A" ATTACHED AND MADE A PART OF HEREIN.

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: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET 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, GENERALLY LOCATED IN THE NORTHWESTERLY CORNER OF THE PROPERTY.

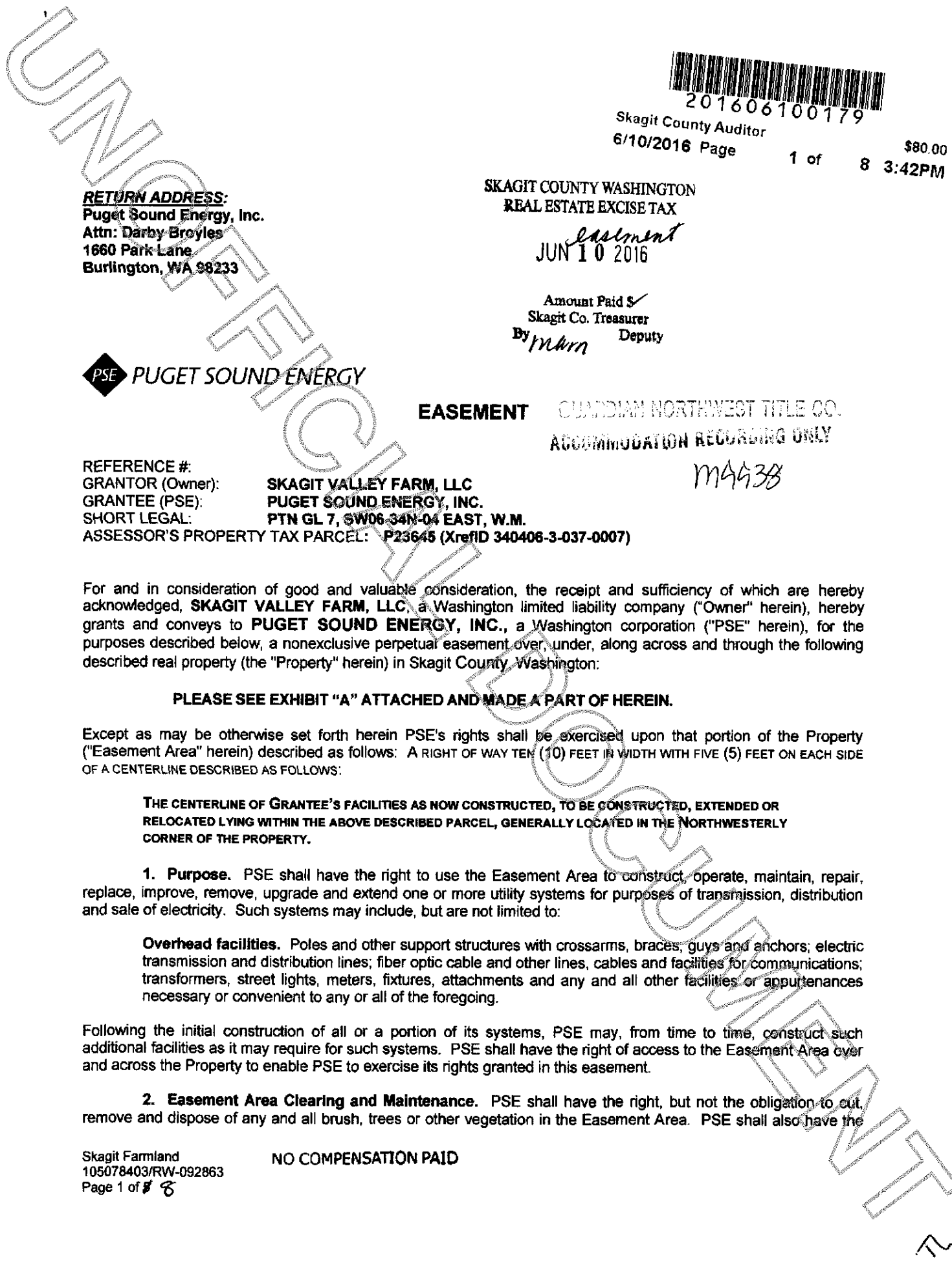
1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

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

NO COMPENSATION PAID



W

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 25 day of May, 2016.

OWNER:
SKAGIT VALLEY FARM, LLC,
a Washington limited liability company

By: See Page 4
Don Carlin

By: See Page 4
Steve Brinn

Its: _____

Its: _____

By: [Signature]
Tony Wisdom

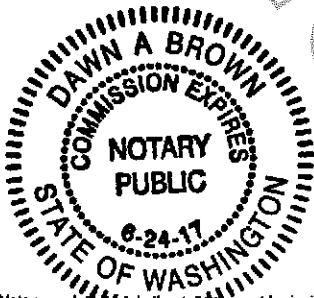
Its: manager



STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 25 day of May, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Wisdom, to me known to be the person who signed as MANAGER of SKAGIT VALLEY FARM, 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 SKAGIT VALLEY FARM, LLC for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said SKAGIT VALLEY FARM, LLC.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Dawn A. Brown
(Signature of Notary)
DAWN A. BROWN
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at 16932 Maplewood Ln BOW WA 98232
My Appointment Expires: 06-24-17

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

UNRECORDED DOCUMENT

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 25th day of May, 2016.

OWNER:
SKAGIT VALLEY FARM, LLC,
a Washington limited liability company

By: _____
Don Carlin

Its: _____

By: _____
Tony Wisdom

Its: _____

By: _____
Steve Brinn

Its: _____
So Manager

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Don Carlin**, to me known to be the person who signed as _____ of **SKAGIT VALLEY FARM, 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 **SKAGIT VALLEY FARM, LLC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **SKAGIT VALLEY FARM, LLC**.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)

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

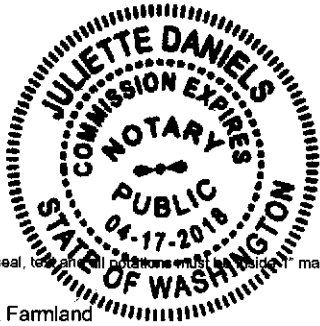
My Appointment Expires: _____

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

STATE OF WASHINGTON)
) SS
COUNTY OF Whatcom)

On this 25 day of May, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Steve Brinn**, to me known to be the person who signed as a manager of **SKAGIT VALLEY FARM, 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 **SKAGIT VALLEY FARM, LLC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **SKAGIT VALLEY FARM, LLC**.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Juliette Daniels
(Signature of Notary)

Juliette Daniels
(Print or stamp name of Notary)

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

My Appointment Expires: 4-17-2018

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

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.

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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 25th day of MAY 2016.

OWNER:
SKAGIT VALLEY FARM, LLC,
a Washington limited liability company

By: 
Don Carlin

Its: LLC MANAGER

By: 
Steve Brinn

Its: _____

By: 
Tony Wisdom

Its: _____

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this 25th day of May, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Carlin, to me known to be the person who signed as manager of SKAGIT VALLEY FARM, 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 SKAGIT VALLEY FARM, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said SKAGIT VALLEY FARM, LLC.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



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

Renee M Rhodes
(Signature of Notary)
Renee M Rhodes
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Kirkland WA
My Appointment Expires: 5/16/2017

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Brinn, to me known to be the person who signed as _____ of SKAGIT VALLEY FARM, 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 SKAGIT VALLEY FARM, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said SKAGIT VALLEY FARM, LLC.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at _____
My Appointment Expires: _____

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

EXHIBIT A

GOVERNMENT LOT 7 IN SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT 20 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6;
THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 6 A DISTANCE OF 1241.1 FEET, MORE OR LESS, TO THE
SOUTHEAST CORNER OF SAID GOVERNMENT LOT 7;
THENCE NORTH 102 FEET, MORE OR LESS, TO THE SOUTH SHORE OF AN EXISTING LAKE;
THENCE NORTH 82°18' WEST, ALONG THE SOUTH SHORE OF AN EXISTING LAKE 537.3 FEET;
THENCE NORTH 69°25'30" WEST ALONG THE SOUTH SHORE LINE 760 FEET, MORE OR LESS, TO THE EAST
MARGIN OF THE COUNTY ROAD;
THENCE SOUTH 440.9 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

AND EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.