



Skagit County Auditor  
12/1/2016 Page

1 of 5 3:52PM  
\$77.00

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Christina Lovell  
P.O. Box 97034 EST-06E  
Bellevue, WA 98009-9734

**PSE** **PUGET SOUND ENERGY**  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2016 3431  
DEC 01 2016

**EASEMENT**

**ORIGINAL**

Amount Paid \$ 37.<sup>26</sup>  
Skagit Co. Treasurer  
By *nam Deputy*

REFERENCE #:  
GRANTOR (Owner): **GRANDY LAKE FOREST ASSOCIATES, LLC**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn NE ¼ and N ¼ of the SE ¼ Sec 22, T33N, R04E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P17151; 330422-1-001-0107**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **GRANDY LAKE FOREST ASSOCIATES, 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 incorporated herein by this reference.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon those portions of the Property (collectively, the "Easement Area" herein) described as follows:

See Exhibit B attached hereto and incorporated herein by this reference.

**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 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. 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 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 19 day of July, 2016

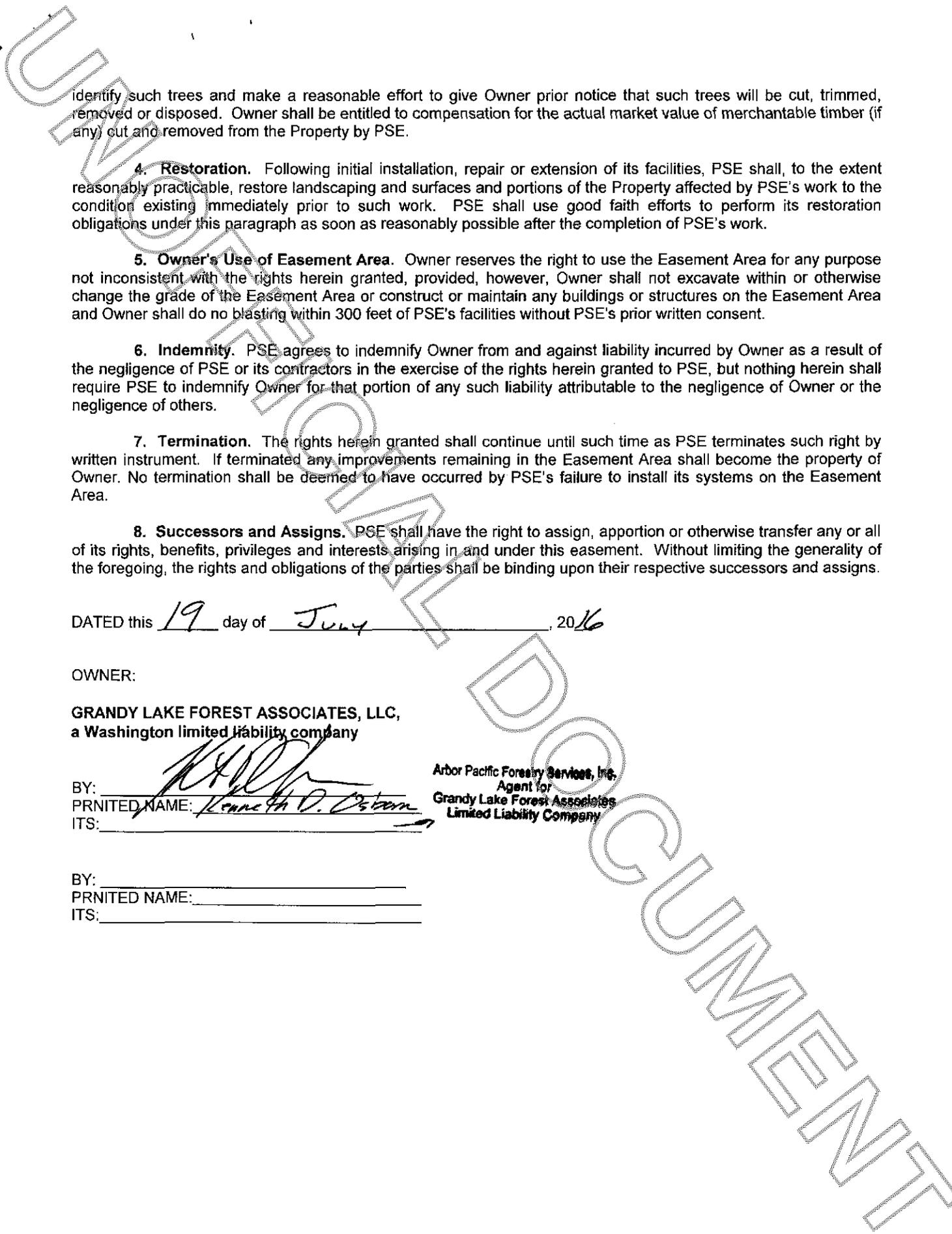
OWNER:

**GRANDY LAKE FOREST ASSOCIATES, LLC,**  
a Washington limited liability company

BY: [Signature]  
PRINTED NAME: Kenneth D. Osborn  
ITS: \_\_\_\_\_

Arbor Pacific Forestry Services, Inc.  
Agent for  
Grandy Lake Forest Associates  
Limited Liability Company

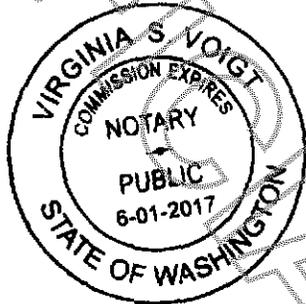
BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
ITS: \_\_\_\_\_



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this 19<sup>th</sup> day of July, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth D. Osborn, to me known to be the Agent of GRANDY LAKE FOREST ASSOCIATES, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said company.

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



Virginia S. Voigt  
(Signature of Notary)

VIRGINIA S. VOIGT

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon  
My Appointment Expires: 6/1/17

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of GRANDY LAKE FOREST ASSOCIATES, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said company.

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 not be placed within 1" margins

EXHIBIT A  
(Legal Description)

The Northeast  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 22, Township 33 North, Range 04 East, W.M.

EXCEPTING THEREFROM:

That portion of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 22, Township 33 North, Range 04 East, W.M., described as follows:

Beginning at the North  $\frac{1}{4}$  corner of said Section 22, thence South  $0^{\circ} 13' 40''$  West a distance of 1,672.53 feet along the North-South center of said Section; thence South  $89^{\circ} 46' 20''$  East a distance of 75.00 feet to the true point of beginning; thence South  $89^{\circ} 46' 20''$  East a distance of 120.00 feet; thence North  $0^{\circ} 13' 40''$  East a distance of 100.00 feet; thence North  $89^{\circ} 46' 20''$  West a distance of 120.00 feet; thence South  $0^{\circ} 13' 40''$  West a distance of 100.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B**  
(Easement Area)

TWO (2) EASEMENT AREAS FIVE (5) FEET IN WIDTH WITH TWO AND ONE-HALF (2 ½) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE GRANTOR'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE SOUTHEASTERLY AND GENERALLY AT RIGHT ANGLES TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534 WHICH SHALL BE THE POINT OF BEGINNING;

THENCE NORTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF 2 ½ FEET ALONG THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534;

THENCE NORTHEASTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF 30 FEET;

THENCE SOUTHEASTERLY AND RUNNING PARALLEL TO THE RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534 A DISTANCE OF 5 FEET;

THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF 30 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534;

THENCE NORTHWESTERLY A DISTANCE OF 2 ½ FEET TO THE POINT OF BEGINNING.