



201703270147

Skagit County Auditor

\$77.00

3/27/2017 Page

1 of

5 1:14PM

RETURN ADDRESS
PUGET SOUND ENERGY, INC.
ATTN: Real Estate/ Right-of-way
1660 PARK LANE
BURLINGTON, WA 98233

Document Title:

Easement

GUARDIAN NORTHWEST TITLE CO.

Reference Number : 201503300130 - RERECORD TO ADD EXHIBIT "A" * M9991

ACCOMMODATION RECORDING ONLY

Grantor(s):

additional grantor names on page ___

1. MOUNTAIN VIEW MOBILE HOME PARK LLC
- 2.

Grantee(s):

additional grantee names on page ___

1. PUGET SOUND ENRGY, INC.
- 2.

Abbreviated legal description:

full legal on page(s) 4

S 200ft NW 1/4, SW 1/4, SW 1/4 ALSO W 31ft NE 1/4, SW 1/4, SW 1/4, all in SEC. 29-34N-04E, W.M.; TGW NW 1/4, SW 1/4, SW 1/4 EXCEPT W 200ft, & EXCEPT S 200ft & EXCEPT N 250ft; ALSO W 31ft NE 1/4, SW 1/4 SW 1/4 EXCEPT S 200ft & EXCEPT N 250ft; ALSO N 15ft of W 200ft of S 215ft pf NW 1/4, SW 1/4, SW 1/4, all in SEC. 29-34N-04E, W.M.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P28653, P28647, P28649 & P28648

NO COMPENSATION PAID

UNRECORDED
FILED
MOUNTAIN VIEW MOBILE HOME PARK LLC
DOCUMENT

UNRECORDED



Skagit County Auditor \$74.00
3/30/2015 Page 1 of 3 2:16PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

POSTED

Estment
MAR 27 2017

GUARDIAN NORTHWEST TITLE CO.

PSE PUGET SOUND ENERGY Skagit Co. Treasurer
By *Mlm* **EASEMENT**

ACCOMMODATION RECORDING ONLY

M9860

GRANTOR (Owner): MOUNTAIN VIEW MOBILE HOME PARK LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN: SW-29-34N-04E

ASSESSOR'S PROPERTY TAX PARCEL: 340429-3-015-0000, *P28653 / 340429-3-009-0008*,
P28647 / 340429-3-011-0004, P 28649 / 34029-3-009-0008, P28647

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, MOUNTAIN VIEW MOBILE HOME PARK, 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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended, or relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

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:

a. 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; and

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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.

No monetary consideration paid

RW 091200/101092808
SW-29-34N-04E

UNRECORDED

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. 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.

4. 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.

5. 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.

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 18th day of March, 2015.

OWNER

MOUNTAIN VIEW MOBILE HOME PARK LLC., a
Washington Limited Liability Company

BY: Edward Estey
for Mountain View M.H.P.

STATE OF Washington)
) SS
COUNTY OF)

On this 18 day of March, 2015, before me, the undersigned, a Notary Public in and for the State of WA duly commissioned and sworn, personally appeared Edward Epstein, to me known to be the person/s who signed this instrument, on oath stated that Edward Epstein was authorized to execute the instrument and acknowledged it as the Managing Partner of Mountain View Mobile Home Park LLC., a Washington limited liability company to be the free and voluntary act of such party/s for the uses and purposes mentioned in this instrument.

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

Melissa
(Signature of Notary)

Mel fernandes
(Print or stamp name of Notary)

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

My Appointment Expires: Nov 26 2018



EXHIBIT A

PARCEL A

THE SOUTH 200 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 200 FEET OF THE WEST 31 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST. W.M.

EXCEPT STATE HIGHWAY.

PARCEL B

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., EXCEPT THE WEST 200 FEET THEREOF, AND EXCEPT THE SOUTH 200 FEET THEREOF, AND EXCEPT THE NORTH 250 FEET THEREOF, ALSO THE WEST 31 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, EXCEPT THE SOUTH 200 FEET THEREOF AND EXCEPT THE NORTH 250 FEET THEREOF, ALSO THE NORTH 15 FEET OF THE WEST 200 FEET OF THE SOUTH 215 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION;

EXCEPT PORTION LYING WITH THE PACIFIC HIGHWAY RIGHT OF WAY.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.