



201705010162

Skagit County Auditor

\$76.00

5/1/2017 Page

1 of

4 11:18AM

RETURN ADDRESS:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
MAY 01 2017

Amount Paid \$
Skagit Co. Treasurer
By *mdm* Deputy

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR (Owner):

BRIDFORD GREENSBORO, LLC and PAHOP, LLC

m10005

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

LT 3, MOUNT VERNON BSP NO. MW-1-93 (NE - SE18-34N-04E, W.M.)

ASSESSOR'S PROPERTY TAX PARCEL: P104613 (8006-000-003-0002)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BRIDFORD GREENSBORO, LLC**, a North Carolina limited liability company as to an undivided 94.45% interest and **PAHOP, LLC**, an Arizona limited liability company as to an undivided 5.55% interest as tenant in common ("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:

LOT 3, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-93 ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993 AND RECORDED SEPTEMBER 30, 1993 IN VOLUME 10 OF SHORT PLATS, PAGES 240-246, UNDER AUDITOR'S FILE NO. 9309300143, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200804100131, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

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, EXCEPT ANY PORTION THEREOF DESCRIBED UNDER PUGET SOUND ENERGY, INC. EASEMENT RECORDED UNDER RECORDING NUMBER 200806020122, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

(This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee)

NO COMPENSATION PAID

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:

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, 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, 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.

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.

OWNER:

BRIDFORD GREENSBORO, LLC, a North Carolina limited liability company

By: 

MICHAEL HENRY MUGEL, Manager of Bridford Greensboro, LLC

4/19/17
DATE

PAHOP, LLC, an Arizona limited liability company

By: 

MICHAEL HENRY MUGEL, Manager of PAHOP, LLC

4/19/17
DATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On April 19, 2017 before me, Kelly My-Dung Duprat, Notary Public
(insert name and title of the officer)

personally appeared Michael H. Hugel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

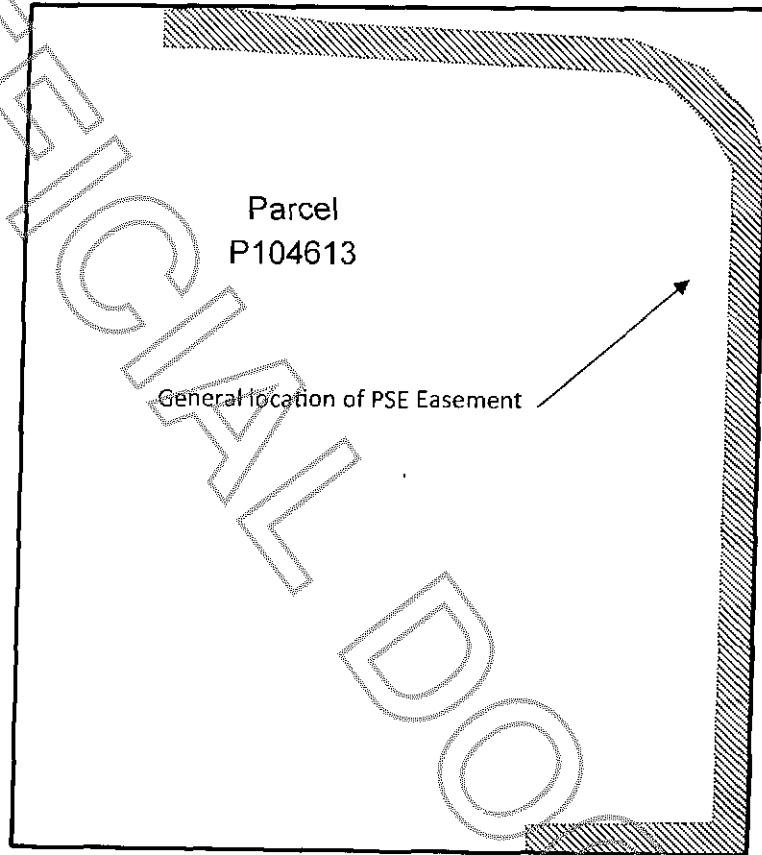
Kelly My-Dung Duprat

(Seal)



EXHIBIT "A"
(DIAGRAM)

E College Wy



Not to scale