



Skagit County Auditor

7/24/2017 Page

1 of

4 1:24PM

\$77.00

**SKAGIT COUNTY WASHING  
REAL ESTATE EXCISE TAX**

JUL 24 2017

Amount Paid \$ /  
Skagit Co. Treasurer  
By *[Signature]* Deputy

**RETURN ADDRESS:**

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



**GUARDIAN NORTHWEST TITLE CO.**

**EASEMENT ACCOMMODATION RECORDING ONLY**

*m10044*

**REFERENCE:**

GRANTOR: **CENTENNIAL RESOURCES, LLC**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN SW12-35N-06E & N 1/4 of NW13-35N06E, W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: **P99310 (350612-3-003-0200), P100039 (350612-3-003-0300), P100037 (350612-3-004-0300), P41109 (350613-0-010-0014)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CENTENNIAL RESOURCES, LLC**, a Washington Limited Liability Company ("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:

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.**

**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. Trees Outside Easement Area.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. 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.

**5. 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.

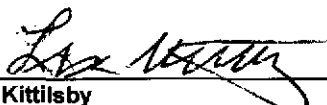
**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert 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.


**7. 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 5<sup>th</sup> day of JUNE, 2017.

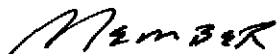
GRANTOR:

Centennial Resources, LLC

BY:   
Lisa Kittilsby

BY:   
Walter Miles

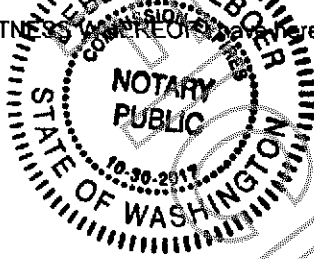
ITS: 

ITS: 

STATE OF WASHINGTON )  
COUNTY OF Pierce ) ss

On this 5<sup>th</sup> day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lisa Kittilsby, to me known or proved by satisfactory evidence to be the person who signed as member of Centennial Resources, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Debbie A. DeBoer  
(Signature of Notary)

Debbie A. DeBoer  
(Print or stamp name of Notary)

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

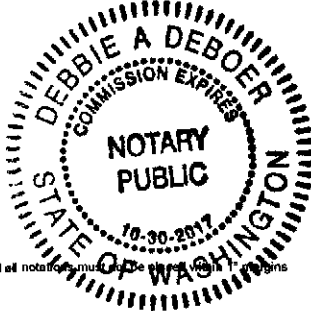
My Appointment Expires: 10-30-17

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

STATE OF WASHINGTON )  
COUNTY OF Pierce ) ss

On this 5<sup>th</sup> day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter Miles, to me known or proved by satisfactory evidence to be the person who signed as member of Centennial Resources, 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 said limited liability company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Debbie A. DeBoer  
(Signature of Notary)

Debbie A. DeBoer  
(Print or stamp name of Notary)

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

My Appointment Expires: 10-30-17

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

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**PARCEL A:**

THAT PORTION OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.,  
LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12;  
THENCE NORTH 1 DEGREES 40'14" EAST, ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF  
40.71 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;  
THENCE SOUTH 82° 41' 43" EAST, A DISTANCE OF 43.65 FEET;  
THENCE NORTH 87° 57'24" EAST, A DISTANCE OF 82.67 FEET;  
THENCE SOUTH 89° 48'44" EAST, A DISTANCE OF 226.30 FEET;  
THENCE NORTH 81° 15'48" EAST, A DISTANCE OF 246.72 FEET TO THE BEGINNING OF A CURVE TO THE  
RIGHT HAVING A RADIUS OF 750.00 FEET;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18° 21'26" AN  
ARC DISTANCE OF 240.30 FEET;  
THENCE SOUTH 80° 22'46" EAST, A DISTANCE OF 461.47 FEET;  
THENCE SOUTH 84° 22'57" EAST, A DISTANCE OF 78.69 FEET;  
THENCE SOUTH 88° 14'59" EAST, A DISTANCE OF 85.10 FEET;  
THENCE 87° 43'14" EAST, A DISTANCE OF 85.94 FEET;  
THENCE 79° 59'22" EAST, A DISTANCE OF 113.30 FEET;  
THENCE NORTH 68° 31'35" EAST, A DISTANCE OF 111.78 FEET;  
THENCE NORTH 61° 37'47" EAST, A DISTANCE OF 122.13 FEET;  
THENCE NORTH 72° 18' 15" EAST, A DISTANCE OF 121.00 FEET TO A POINT ON THE WEST LINE OF THE  
EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 12, AND THE TERMINUS OF THIS  
LINE DESCRIPTION AND SAID TERMINUS POINT BEARS NORTH 1° 53'13" EAST, A DISTANCE OF 204.78  
FEET FROM THE SOUTHWEST CORNER OF SAID EAST ½,

EXCEPT THAT PORTION CONVEYED TO THE PUGET SOUND AND BAKER RIVER RAILROAD COMPANY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL B:**

THE NORTH 50 FEET OF THE WEST 924 FEET AND THE NORTH 75 FEET OF THE EAST 924 FEET OF THE WEST  
1848 FEET, ALL IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH,  
RANGE 6 EAST; ALSO THAT PORTION OF THE NORTHWEST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF SAID SECTION 13, 1848 FEET EAST FROM THE  
NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG SAID NORTH BOUNDARY LINE 350 FEET;  
THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 75 FEET SOUTH OF THE POINT OF BEGINNING;  
THENCE NORTH 75 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY BY DEED RECORDED  
JANUARY 14, 1958 UNDER AUDITOR'S FILE NO. 560643, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.