



201712050062

Skagit County Auditor  
12/5/2017 Page

\$79.00  
1 of 6 1:26PM

**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*  
DEC 05 2017

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

GUARDIAN NORTHWEST TITLE CO.



ACCOMMODATION RECORDING ONLY

EASEMENT

*m 10006*

REFERENCE:

GRANTOR: WILBUR-ELLIS COMPANY LLC, W.A.T.A. WILBUR-ELLIS COMPANY  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: TRACT 2 SP NO. 33-87 & PTN N 1/2 of SE07-34N-03E, W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P116989 (340307-0-037-0300), P85163 (340307-0-037-0200), & P21190 (340307-0-029-0007)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, WILBUR-ELLIS COMPANY LLC, a California limited liability company, who acquired title as WILBUR-ELLIS COMPANY, a California corporation ("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.

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

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 16th day of November, 2017.

GRANTOR:

**WILBUR-ELLIS COMPANY LLC**, a California limited liability company,  
Formerly known as **WILBUR-ELLIS COMPANY**, a California corporation

BY:   
**DAVID GRANOFF, Manager**



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

**Parcel P116989 (340307-0-037-0300) Statutory Warranty Deed AFN 200309120235:**

**PARCEL "A":**

A parcel of land situated in the North 1/2 of Southeast 1/4 (Government Lots 10 and 11) of Section 7, Township 34 North, Range 3 East, W.M., Skagit County, Washington, described as follows:

Commencing at the Southeast corner of said Section 7; thence North along the East line of said Section 7 a distance of 1,6133 feet to The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Northwesterly along said Main Track centerline 2,106.1 feet; thence Northeasterly at right angles to said Main Track centerline 57.5 feet; thence Southeasterly parallel with said Main Track centerline 585.0 feet to the most Southerly corner of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Wilbur-Ellis Company dated November 12, 1996 and the True Point of Beginning of the parcel of land being described; thence Northeasterly at right angles to said Main Track centerline 60.0 feet; thence Southeasterly parallel with said Main Track centerline 50.0 feet; thence Northeasterly at right angles to said Main Track centerline 42.5 feet; thence Southeasterly parallel with said Main Track centerline 110 feet, more or less, to a point 16.0 feet West, as measured at right angles from the East line of said Government Lot 11; thence North parallel with said East line 41.22 feet to a point being 200.0 feet Northeasterly, as measured at right angles from said Main Track centerline; thence Southeasterly parallel with said Main Track centerline 30 feet, more or less, to the Westerly right of way line of 100.0 foot wide Bayview-Edison Road in the City of Whitney, Washington, according to the recorded plat thereof; thence Southerly along said Westerly right of way line a distance of 145 feet, more or less, to the intersection with a line drawn parallel with and 57.5 feet normally distant Northeasterly from said Main Track centerline; thence Northwesterly along the last described parallel line a distance of 155 feet, more or less, to the True Point of Beginning.

EXCEPT that portion described as follows:

Beginning at the Southwest corner of said parcel, said point also shown as the Southwest corner of Parcel "A1" on Survey recorded under Auditor's File No 200105020013; thence Northeasterly at right angles to said Main Track centerline 60.0 feet; thence Southeasterly parallel with said Main Track centerline 35.80 feet; thence Southwesterly at right angles to said Main Track centerline 60.0 feet; thence Northwesterly parallel with said Main Track centerline 35.80 feet to the TRUE POINT OF BEGINNING.

**PARCEL "B" :**

A parcel of land situated in the North 1/2 of Southeast 1/4 (Government Lots 10 and 11) of Section 7, Township 34 North, Range 3 East of the Willamette Meridian, Skagit County, Washington, described as follows:

Commencing the Southeast corner of said Section 7, as said point is shown on that certain Record of Survey map recorded under Auditor's File No 200105020013, records of Skagit County, Washington; thence North along the East line of said Section 7 a distance of 1,6133 feet to The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Northwesterly along said Main Track centerline 2,106.1 feet; thence Northeasterly at right angles to said Main Track centerline 57.5 feet; thence Southeasterly parallel with said Main Track centerline 585.0 feet to the most Southerly corner of that certain parcel of land described in Quit claim Deed from Burlington Northern Railroad Company to Wilbur-Ellis Company dated November 12, 1996, said point being shown as the Southwest corner of Parcel "A1" on said Record of Survey; thence Northeasterly at right angles to said Main Track centerline 60.0 feet; thence Southeasterly parallel with said Main Track centerline 35.80 feet to the TRUE POINT OF BEGINNING of the parcel of land being described; thence Northeasterly at right angles to said Main Track centerline 42.5 feet; thence Southeasterly parallel with said Main Track centerline 14.20 feet; thence Southwesterly at right angles to said Main Track centerline 42.5 feet; thence Northwesterly parallel with said Main Track centerline 14.20 feet to the TRUE POINT OF BEGINNING.

**Parcel P85163 (340307-0-037-0200) Quit Claim Deed AFN 200301140171:**

**PARCEL "A"**

That portion of Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Station Ground Property at Whitney, Washington, being a portion of the same parcel of land described in Deed from John G. Jenne and Anna Jenne to the Seattle & Northern Railroad Company dated August 20, 1891, and filed for record August 27, 1891 in Volume 19 of Deed, on page 600 of the Records of Skagit County, Washington, situated in Government Lot 11 of Section 7, Township 34 North, Range 3 East of the Willamete Meridian, Skagit County, Washington, described as follows, to-wit: Commencing at the Southeast corner of said Section 7; thence North along the East line of said Section 7, a distance of 1,613.3 feet to the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Northwesterly along said Main Track centerline 2,106.1 feet; thence Northeasterly at right angles to said Main Track centerline 57.5 feet to a point in the Westerly line of said parcel of land described in Deed filed for record in Volume 19 of Deed, on page 600 of the Records of Skagit County, Washington, and the True Point of Beginning; thence Southeasterly parallel with said Main Track centerline 585.0 feet; thence Northeasterly at right angles to said Main Track centerline 60.0 feet; thence Southeasterly parallel with said Main Track centerline 50.0 feet; thence Northeasterly a right angles to said Main Track centerline 42.5 feet; thence Southeasterly parallel with said Main Track centerline 110 feet, more or less, to a point 16.0 feet West, as measured at right angles from the East line of said Government Lot 11; thence North parallel with said East line 41.22 feet to a point being 200.0 feet Northeasterly, as measured at right angles from said Main Track centerline; thence Northwesterly parallel with said Main Track centerline 735 feet, more or less, to the most Northerly corner of said parcel of land described in Deed filed for record in Volume 19 of Deeds, on page 600 of the Records of Skagit County, Washington; thence Southwesterly at right angles to said Main Track centerline and along the Westerly line of said parcel of land described in Deed filed for record in Volume 19 of Deeds, on page 600 of the Records of Skagit County, Washington, 142.5 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

**PARCEL "B" :**

A parcel of land situated in the N1/2 SE1/4 (Government Lots 10 and 11) of Section 7, Township 34 North, Range 3 East of the Willamette Meridian, Skagit County, Washington, described as follows, to-wit:

Commencing at the Southeast corner of said Section 7, as said point is shown on that certain Record of Survey map recorded under Auditor's File No 200105020013, records of Skagit County, Washington; thence North along the East line of said Section 7 a distance of 1,613.3 feet to The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Northwesterly along said Main Track centerline 2,106.1 feet; thence Northeasterly at right angles to said Main Track centerline 57.5 feet; thence Southeasterly parallel with said Main Track centerline 585.0 feet to the most Southerly corner of that certain parcel of land described in Quitclaim Deed from Burlington Northern Railroad Company to Wilbur-Ellis Company dated November 12, 1996 and the TRUE POINT OF BEGINNING of the parcel of land being described, said point being shown as the Southwest corner of Parcel 'A' on said Record of Survey; thence Northeasterly at right angles to said Main Track centerline 60.0 feet; thence Southeasterly parallel with said Main Track centerline 35.80 feet; thence Southwesterly at right angles to said Main Track centerline 60.0 feet; thence Northwesterly parallel with said Main Track centerline 35.80 feet to the TRUE POINT OF BEGINNING.

**Parcel P21190 (340307-0-029-0007):**

Tract 2, Short Plat No. 33-87, approved October 30, 1987, recorded October 30, 1987, in Book 7 of Short Plats, page 197, under Auditor's File No. 8710300035, and being a portion of Government Lots 8, 10, and 11, in Section 7, Township 34 North, Range 3 East, W.M., EXCEPT that portion of said Tract 2, conveyed to Skagit County for Bayview Edison Road by Deed recorded May 7, 1992, under Auditor's File No. 9205070083, records of Skagit County, Washington, TOGETHER WITH that certain 30 foot easement over a portion of Tract 1, as shown on the face thereof.