



201801240038

Skagit County Auditor

\$77.00

1/24/2018 Page

1 of

4 1:20PM

RETURN ADDRESS:

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



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ADDITIONAL RECORDING ONLY

m10105

REFERENCE #:

GRANTOR (Owner):

RIVER'S EDGE

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

LTS A & D, BLA AFN 201510230066 (PTN NW04-34N-04E)

ASSESSOR'S PROPERTY TAX PARCEL: P62713 (3867-000-058-2409, P62693 (3867-000-058-0601), & P62736 (3867-000-065-0024)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RIVER'S EDGE**, a Washington State 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:

LOT A AND LOT D OF BOUNDARY LINE ADJUSTMENT APPROVED OCTOBER 15, 2015, AND RECORDED UNDER AUDITOR'S FILE NO. 201510230066 BEING A RE-RECORDING OF 201510130001.

SITUATE 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:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: 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 REAL PROPERTY, EXCEPT WITHIN EASEMENT AREA NO. 1.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JAN 24 2018

River's Edge
WO#105086966/RW-103010
Page 1 of 4

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

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.

Overhead facilities. Poles; streetlights 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, 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.

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.

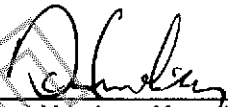
8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 8th day of January, 2018.

OWNER:

RIVER'S EDGE, a Washington State limited liability company

By: **DPL INVESTMENTS, LLC**, a Washington limited liability company
Its: Member

By: 
David Lindsey, Managing Member

By: **PLLT INVESTMENTS, LLC**, a Washington limited liability company
Its: Member

By: 
Paul Woodmansee, Member

By: 
Tim Woodmansee, Member

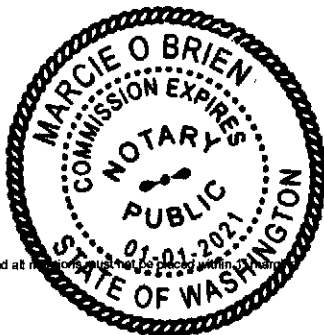
STATE OF WASHINGTON

) ss

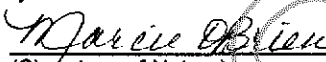
COUNTY OF SKAGIT

On this 8th day of January, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **David Lindsey**, to me known to be the person who signed as **Managing Member** of **DPL INVESTMENTS, LLC**, the company acting as member of **RIVER'S EDGE**, a Washington State limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of **DPL INVESTMENTS, LLC** as member of **RIVER'S EDGE**, for the uses and purposes therein mentioned; and on oath stated **DPL INVESTMENTS, LLC** was authorized to execute said instrument on behalf of **RIVER'S EDGE**.

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



Notary seal, text and all notations must be placed within this area.


(Signature of Notary)

Marcie O'Brien
(Print or stamp name of Notary)

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

My Appointment Expires: 01-01-21

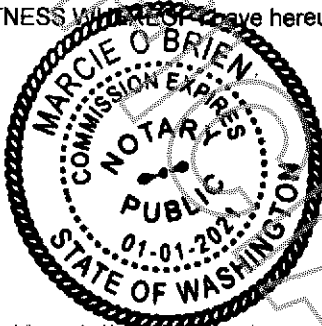
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) SS

On this 8th day of January, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Woodmansee, & Tim Woodmansee, to me known to be the persons who signed as Members of PLLT INVESTMENTS, LLC, the company acting as member of RIVER'S EDGE, a Washington State limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of PLLT INVESTMENTS, LLC as member of RIVER'S EDGE, for the uses and purposes therein mentioned; and on oath stated PLLT INVESTMENTS, LLC was authorized to execute said instrument on behalf of RIVER'S EDGE.

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



Marcie O'Brien
(Signature of Notary)

Marcie O'Brien
(Print or stamp name of Notary)

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

My Appointment Expires: 01-01-21

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