

POOR ORIGINAL



201803140071

Skagit County Auditor

3/14/2018 Page

1 of

12

\$85.00

3:23PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Corporate Facilities
P.O. Box 97034
Bellevue, WA 98009-9734



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

ATTENTION RECORDING ONLY

M10124

EASEMENT AGREEMENT

REFERENCE #: None
GRANTOR: GLACIER NORTHWEST, INC.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptns of Gov. Lots 1 & 2, 2-35N-8E
ASSESSOR'S PROPERTY TAX PARCEL: P43319

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2018994
MAR 14 2018

Amount Paid \$ 393.⁷⁷
By Skagit Co. Treasurer
Mam Deputy

For and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the performance by the parties of the covenants contained herein, **GLACIER NORTHWEST, INC.**, a Washington corporation d/b/a CalPortland ("Grantor"), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee"), for the purposes hereinafter set forth in this agreement ("Agreement"), an exclusive, perpetual easement over, under, along, across and through a portion of the real property owned by Grantor in Skagit County, Washington, which is more particularly described in Exhibit A attached hereto ("Property").

Grantee's rights shall be exercised upon those portions of the Property described in Exhibit B attached hereto and depicted on attached Exhibit C ("Easement Area").

1. **Purpose.** Grantee shall have the exclusive right and privilege to use and enjoy the Easement Area for the following purposes:

- (a) To operate, improve, maintain, repair, replace, and use the Easement Area for the operation of the Lake Shannon boat launch and recreational area, including but not limited to,
- (i) construction of parking-related improvements to allow for parking of vehicles with boat trailers,
 - (ii) installation of fencing, including a gate and signage necessary to control access to the boat ramp and

parking area; (iii) creation of a debris handling area in which to remove woody debris from the reservoir for temporary storage prior to removal from the Easement Area; and (iv) maintenance and improvement of stormwater management features, such as swales and culverts (collectively, the "PSE Improvements").

(b) Pedestrian and vehicular ingress and egress, including maintenance of vehicle access on existing roads, as necessary to perform the rights granted hereunder.

2. **Limitations.**

(a) **No Overnight Public Use.** The Grantee shall limit the use of the Easement Area to day use only, provided that overnight parking shall be permitted for vehicles and trailers in connection with the use of the boat launch. In no event shall Grantee allow overnight camping in the Easement Area, and Grantee shall install signage adequate to provide public notice of this restriction.

(b) **No Fires.** The Grantee shall not allow fires of any kind in the Easement Area and shall install adequate signage to provide public notice of this restriction.

3. **Easement Area Clearing for Safety Only; Maintenance.** Grantee shall have the right to cut, remove and dispose of brush, trees or other vegetation in the Easement Area to the extent necessary to ensure safety during use of 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.

4. **Grantor's Use of Property, Surrounding Properties and Easement Area.** Grantee acknowledges that Grantor's use of the Property and surrounding properties includes mining and extraction of mineral deposits, and Grantee will not oppose any permit that Grantor applies for with respect to the Property or properties in the vicinity of the Easement Area owned by Grantor on the east side of Lake Shannon. Subject to the provisions of Section 5 below, Grantor shall have the right to use the Easement Area for the sole purpose of mining and/or extraction of mineral deposits.

5. **Exercise of Mineral Rights.**

(a) **Notice of Construction.** At least twelve (12) months prior to Grantor exercising its rights under Section 4 to mine the Easement Area, Grantor shall send notice to Grantee containing a description of the activities and any plans or surveys of the affected areas ("Construction Notice"). Grantee shall have thirty (30) days to review and respond. If Grantee fails to respond within sixty (60) days from receipt of notice, Grantor shall re-send such notice to Grantee (the "Final Notice"). Grantee shall have fifteen (15) days to review and respond to the Final Notice. If Grantee fails to respond within fifteen (15) days from receipt of the Final Notice, the plans are deemed approved.

(b) **Temporary Relocation of PSE Improvements.** In conjunction with any work provided for in a Construction Notice, Grantor has the right to temporarily relocate or alter any PSE Improvements. Such temporary relocation shall be described in the Construction Notice. Grantor shall be responsible for any and all costs and expenses incurred by Grantor or Grantee as a result of Grantor's exercise of these rights. The PSE Improvements and any other property or improvements owned by Grantee located in the Easement Area shall be relocated to another location with the Easement Area or the Property, subject to Grantee's reasonable approval.

(c) **Good Faith Efforts.** Following issuance of a Construction Notice, Grantor shall diligently, and in good faith, proceed with its activities in the Easement Area and use commercially reasonable efforts to complete such activities as soon as reasonably possible.

(d) **Restoration.** Following completion of Grantor's activities in the Easement Area, Grantor shall remove all equipment and materials, and restore the Easement Area to the original grade and condition. All work shall be completed at no cost or expense to Grantee. To the extent PSE Improvements are removed by Grantor during the Construction Period, Grantor shall restore the PSE Improvements as near to the original condition as possible, all at no cost or expense to Grantee. After Grantor completes restoration of the Easement Area, Grantor shall send written notice to Grantee stating that it has completed the activities described in the Construction Notice and restored the Easement Area as required by this Section, or to such other condition as the parties may agree in writing in advance of the start of construction (such notice the "Notice of Termination"). The Notice of Termination shall not be effective until Grantee has also executed the Notice of Termination, acknowledging its agreement that all restoration work has been completed as provided for herein. Grantee shall use good faith efforts to respond to Grantor within thirty (30) days from Grantee's receipt of the Notice of Termination.

6. **Cooperation.** Each party hereby agrees to execute additional documents and to take such actions as are necessary and appropriate to effectuate the intent of this Easement. During the term hereof, each party shall reasonably cooperate with the other, at no cost or expense to the other, in connection with a party's obtaining all permits and approvals necessary for a party's activities on the Easement Area, including signing documents requested by a party, so long as such requests do not unreasonably interfere with a party's rights provided for herein.

7. **Insurance.** Grantee agrees to maintain reasonable and customary liability insurance for personal injury, death, and property damage arising out of, or having to do with Grantee's use, occupancy, and possession of, or acts or omission on or about, the Property, including the Easement Area, and should provide the Grantor with satisfactory evidence of such insurance upon Grantor's request. Grantee may self-insure against such risks in such amounts as are consistent with good utility, boat launch and recreational area practice. Upon written request, Grantee shall provide Grantor with reasonable written evidence that PSE is maintaining such self-insurance.

8. **Indemnity.**

(a) Grantee agrees to indemnify, defend, and hold Grantor harmless from and against all claims, liens, losses, damages, expenses, and liabilities whatsoever arising from, related to, or in connection with Grantee's exercise of the rights herein granted or Grantee's use of the Easement Area as provided herein; but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, its employees, agents or contractors or resulting from Grantor's breach of this Agreement.

(b) Grantor agrees to indemnify, defend, and hold Grantee harmless from and against all claims, liens, losses, damages, expenses, and liabilities whatsoever arising from, related to, or in connection with Grantor's exercise of the rights herein granted or Grantor's use of the Easement Area as provided herein; but nothing herein shall require Grantor to indemnify Grantee for that portion of any such liability attributable to the negligence of Grantee, its employees, agents or contractors or resulting from Grantee's breach of this Agreement.

(c) Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein. In no event shall either party's obligations hereunder be limited to the extent of any insurance available to or provided by the obligated party.

9. **Compliance with Laws, Regulations, Work Standards.** Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction over Grantee or its operations, and all applicable statutes, orders, rules and regulations, including all applicable environmental laws, permit and approval requirements, and commercially reasonable construction and operation practices.

10. **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 Agreement to (a) another utility or an entity owning or operating a utility or (b) in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction over Grantee or its operations, and all applicable statutes, orders, rules and regulations ("Permitted Assignments"). Except for Permitted Assignments, all other assignments shall require Grantor's prior written consent not to be unreasonably withheld, conditioned or delayed. Subject to and 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.

11. **Termination.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of fifteen (15) 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.

12. **Limitations.** This Agreement, and the benefits conferred hereby, are subject to any other easements or encumbrances of record as of the date hereof.

13. **Notice.** Any notice required herein or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served, delivered by national overnight courier (such as Fed Ex, UPS, DHL), if sent via facsimile or if mailed by United States Registered or Certified Mail, postage prepaid, properly addressed as follows:

If to Grantee: **Puget Sound Energy, Inc.**
Attn: Corporate Facilities
PO Box 97034
Bellevue, WA 98009-9734
Telephone: (425) 456-2740
Facsimile: 425-462-3519

If to Grantor:

Glacier Northwest, Inc.
Attention: Vice President &
General Manager/Northwest Division
5975 E. Marginal Way S.
Seattle, WA 98134

Tel: (206) 764-3000
Fax: (206) 764-3054

Glacier Northwest, Inc.
c/o CalPortland Company
Attention: General Counsel
2025 E. Financial Way
Glendora, CA 91741

Tel: (626) 852-6200
Fax: (626) 963-9630

14. **Attorneys' Fees.** The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced.

15. **Complete Agreement.** This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easement(s) provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee.

16. **Choice of Law.** This Agreement shall be governed by the laws of the State of Washington, exclusive of its choice of law rules.

17. **Time of the Essence.** Time is of the essence of this Agreement and the performance of all obligations hereunder.

18. **Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to entry into this Agreement, and the obligations hereunder, have been obtained.

19. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

20. **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other

provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

21. **Captions and Capitalized Terms.** The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

22. **Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

23. **Counterparts.** This Agreement may be executed in one or more counterparts.

SIGNATURES APPEAR ON FOLLOWING PAGE

DATED effective as of the 7th day of March, 2018.

GRANTOR:

GLACIER NORTHWEST, INC.,
a Washington corporation

By: Ronald E. Summers
Name: Ronald E. Summers
Title: VP

GRANTEE:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: Brett Bolton
Name: MANAGER REAL ESTATE
Title: BRETT BOLTON

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES

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

} ss.

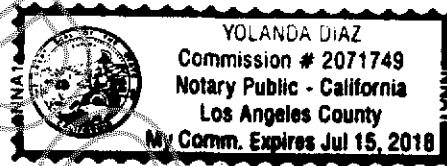
COUNTY OF Los Angeles

On FEBRUARY 6, 2018, before me, YOLANDA DIAZ, NOTARY PUBLIC personally appeared RONALD E. SUMMERS, 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 Yolanda Diaz (Seal)



STATE OF WASHINGTON)

COUNTY OF KING)

On this 7th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brett Bolton, to me known to be the person(s) who signed as Manager Real Estate, of PUGET SOUND ENERGY, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

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



Zachary Paul Bergman
(Signature of Notary)

Zachary Paul Bergman
(Print or stamp name of Notary)

EXHIBIT A

The Land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 1 of Section 2, Township 35 North Range 4 East, W.M. lying Easterly of the 440 foot contour line, EXCEPT County road rights-of-way, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

EASEMENT DESCRIPTION

A TRACT OF LAND, IN GOVERNMENT LOTS 1 AND 2 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LYING EAST OF THE 440 FOOT CONTOUR LINE, USGS DATUM, AS DEPICTED ON RECORD OF SURVEY AUDITOR'S FILE NO. 200403030049, AND LYING WEST OF THE EAST LINE OF THAT CERTAIN PSE EASEMENT RECORDED IN VOLUME 300 AT PAGE 120 UNDER AUDITOR'S FILE NO. 576422, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND LYING NORTH OF THE NORTHERLY MARGIN OF LAKE SHANNON ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 2 WHICH BEARS NORTH 89°32'13" WEST A DISTANCE OF 907.71 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 24°23'28" WEST ALONG SAID 440 FOOT CONTOUR LINE, A DISTANCE OF 170.29 FEET;
THENCE CONTINUING ALONG SAID CONTOUR LINE, SOUTH 10°58'58" WEST A DISTANCE OF 115.90 FEET TO THE TRUE POINT OF BEGINNING OF SAID TRACT;
THENCE LEAVING SAID CONTOUR LINE, SOUTH 55°53'20" EAST A DISTANCE OF 97.80 FEET TO THE WEST MARGIN OF SAID LAKE SHANNON ROAD, BEING A POINT ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 67°13'57" EAST A DISTANCE OF 405.00 FEET;
THENCE SOUTHERLY ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 16°27'58", A DISTANCE OF 116.39 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID PSE EASEMENT;
THENCE SOUTH 34°06'40" WEST ALONG SAID EAST LINE, A DISTANCE OF 451.88 FEET;
THENCE SOUTH 14°20'40" WEST A DISTANCE OF 244.13 FEET MORE OR LESS TO THE NORTHERLY MARGIN OF LAKE SHANNON ROAD;
THENCE WESTERLY ALONG SAID MARGIN, ALONG THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 11°50'23" WEST, 50.00 FEET, THROUGH A CENTRAL ANGLE OF 41°19'41" AN ARC DISTANCE OF 36.07 FEET TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID MARGIN, NORTH 60°30'42" WEST A DISTANCE OF 39.15 FEET TO THE BEGINNING OF A 70.00 FOOT CURVE TO THE RIGHT;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°54'13" A DISTANCE OF 47.53 FEET TO A POINT OF TANGENCY;
THENCE NORTH 21°36'29" WEST A DISTANCE OF 73.20 FEET MORE OR LESS TO SAID 440 FOOT CONTOUR LINE;
THENCE LEAVING SAID MARGIN, NORTH 21°12'13" EAST ALONG SAID CONTOUR LINE A DISTANCE OF 107.80 FEET;
THENCE CONTINUING ALONG SAID CONTOUR LINE, NORTH 30°58'13" EAST A DISTANCE OF 243.40 FEET;
THENCE NORTH 16°56'32" WEST A DISTANCE OF 178.60 FEET;
THENCE NORTH 26°10'32" WEST A DISTANCE OF 136.70 FEET;
THENCE SOUTH 86°47'02" EAST A DISTANCE OF 101.80 FEET;
THENCE NORTH 77°19'28" EAST A DISTANCE OF 240.90 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 156,374 SQUARE FEET MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

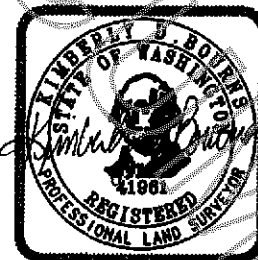
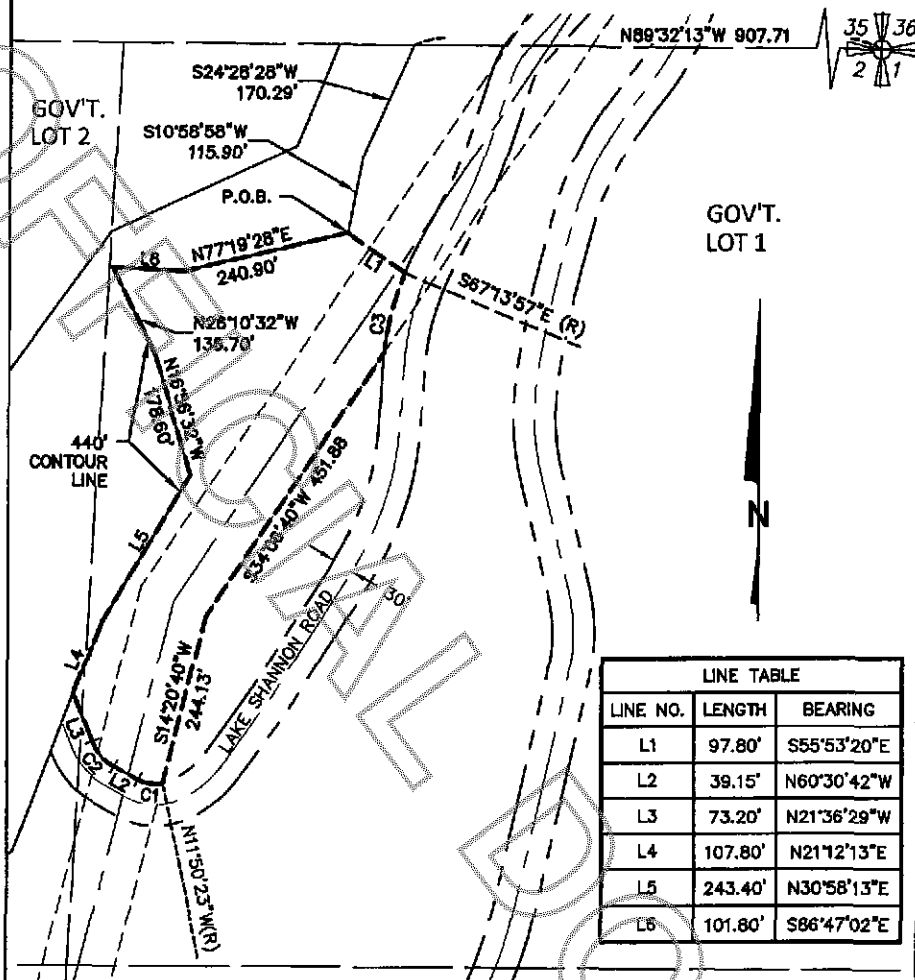


EXHIBIT C

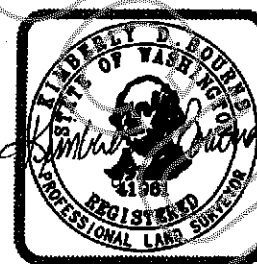


LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	97.80'	S55°53'20"E
L2	39.15'	N60°30'42"W
L3	73.20'	N21°36'29"W
L4	107.80'	N21°12'13"E
L5	243.40'	N30°58'13"E
L6	101.80'	S86°47'02"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	36.07	50.00	41°19'41"
C2	47.53	70.00	38°54'13"
C3	116.39	405.00	16°27'58"

200 100 0 200 400

SCALE IN FEET



1-25-18

EASEMENT EXHIBIT - NE 1/4 SECTION 2, T 35 N, R 8 E, W.M.



PACIFIC GEOMATIC SERVICES, INC.

LAND SURVEYING & MAPPING SERVICES
QUALITY SERVICE - CREATIVE SOLUTIONS

6608 216TH STREET SW, STE. 304
MOUNTLAKE TERRACE, WA 98043
PHONE: (425) 778-5820 FAX: (425) 775-2849
WEB: www.PacGeoInc.com

DWN BY: KDB	CHK. RGH
SCALE: 1"=50'	
DATE: 1/25/18	
JOB NUMBER	SHEET
17-066-01	1 OF 1