



201806130041

06/13/2018 02:07 PM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20182546
JUN 13 2018

Amount Paid \$ 38.20
Skagit Co. Treasurer
By *hlm* Deputy

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233



PUGET SOUND ENERGY

EASEMENT

GRANTOR (Owner): GRANITE HOLDINGS, L.L.C. M10162
GRANTEE (PSE): PUGET SOUND ENERGY, INC. GUARDIAN NORTHWEST TITLE CO.
SHORT LEGAL: PTN SW NE SEC 18 TWN 35N RGE 05E
ASSESSOR'S PROPERTY TAX PARCEL: P39361/ 350518-1-004-0107 ACCOMMODATION RECORDING ONLY

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **GRANITE HOLDINGS, L.L.C.**, a Washington 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:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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:

The East 10 feet of the above described Property, parallel and adjacent to the West line of Fruitdale Road, beginning at a point on the South line of Portobello Avenue as shown and labeled PUBLIC R/W DEDICATION on the plat of SAUK MOUNTAIN VIEW ESTATES – SOUTH- A PLANNED RESIDENTIAL DEVELOPMENT, sheet 8 of 9, recorded under Skagit County Auditor's File Number 200306090032.

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 gas and electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles 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

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

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3505E069

condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

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.

DATED this 23 day of May, 2018.

OWNER:

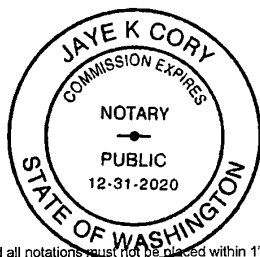
GRANITE HOLDINGS, L.L.C., a Washington limited liability company

By: Robert Ruby, Manager

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 23 day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Ruby, to me known or proved by satisfactory evidence to be the person who signed as Manager of GRANITE HOLDINGS, L.L.C., the limited liability company 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 limited liability company 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 limited liability company.

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



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Cashmere, Id.

My Appointment Expires: 12-31-2020

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

EXHIBIT A

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3505E069

Legal Description:

That portion of the Southwest quarter of the Northeast quarter of Section 18, Township 35 North, Range 5 East, W.M., lying Northerly of the McGarigle Road;

EXCEPT therefrom that portion platted as Sauk Mountain View Estates – South, a Planned Residential Development, as recorded under Auditor's File No. 200306090032, records of Skagit County Auditor's Office;

AND EXCEPT that portion platted as Sauk Mountain View Estates – South – APRD – Phase 3 as recorded under Auditor's File No. 200505260107;

AND EXCEPT that portion of the Southwest quarter of the Northeast quarter lying Northerly of the Southerly line of Portobello Avenue;

AND ALSO EXCEPT the following described tracts:

Tract A:

That portion of the Southwest quarter of the Northeast quarter of Section 18, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the West 20 foot right of way of Fruitdale Road, 521.62 feet North of the Southeast corner of said Southwest quarter of the Northeast quarter, said point also being the Northeast corner of a tract of land conveyed to Cascade Natural Gas Corporation by Correction Deed dated August 3, 1957, and recorded in Volume 289, page 677, records of Skagit County, Washington;
thence South along said West right of way line of Fruitdale Road 120 feet, more or less, to the Southeast corner of that parcel conveyed by instrument recorded under Auditor's File No. 200212050129, records of Skagit County, Washington;
thence West 70.00 feet;
thence North 220.00 feet;
thence East 70 feet to the Northeast corner of a parcel of land conveyed to El Paso National Gas Company by Correction Statutory Warranty Deed recorded August 26, 1965, under Skagit County Auditor's File No. 670920;
thence South along the East line of said parcel 100.0 feet to the true point of beginning.

Tract B:

That portion of the Southwest quarter of the Northeast quarter of Section 18, Township 35 North, Range 5 East, W.M., lying Northwesterly of the following described line:

Beginning at the Southwest corner of Lot 21 within the Plat of Sauk Mountain View Estates – South, a Planned Residential Development, as recorded under Auditor's File No. 200306090032, records of Skagit County Auditor's Office;
thence South 19°36'17" West, 40.93;
thence South 38°43'16" West, 58.56 feet;
thence South 21°02'28" West, 60.58 feet;
thence South 50°02'25" West 86.57 feet;
thence South 31°52'47" West, 31.08 feet;
thence South 48°07'50" West, 97.92 feet;
thence South 31°49'29" West, 113.71 feet, more or less, to a point on the West line of said Southwest quarter of the Northeast quarter and the termination point of said line.
Situate in Skagit County, Washington.