



201808300051

08/30/2018 01:28 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

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
AUG 30 2018

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

REFERENCE #:
GRANTOR (Owner): CHANNEL CROSSING LIMITED LIABILITY COMPANY
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PORTION SE QTR, SEC 22, T35N, R1E
ASSESSOR'S PROPERTY TAX PARCEL: 350122-0-018-0002, P31586

M10193

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHANNEL CROSSING LIMITED LIABILITY COMPANY, 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 BY THIS REFERENCE MADE A PART HEREOF.

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This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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.

UG Electric Easement 2013

~~WONO / REDT~~ ~~we #~~ 105089276/RW-110154
Page 1 of 6

No Consideration Paid

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 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.

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 14th day of August, 20 18.

GRANTOR:

CHANNEL CROSSING, LLC, a Washington limited liability company

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

By: 
NELS STRANDBERG
Its: Member

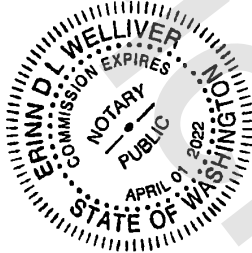
By: **JANSPEC US HOLDINGS, INC., a Wyoming corporation**
Its: Member

By: _____
NEIL COLQUHOUN
Its: President

STATE OF WASHINGTON)
) SS
 COUNTY OF Skagit)

On this 14th day of August, 20 18, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **NELS STRANDBERG**, to me known to be the person who signed as **Member** of **STRANDBERG INVESTMENTS LLC** in its capacity as the **Managing Member** of **CHANNEL CROSSING LIMITED LIABILITY COMPANY**, the 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 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 company.

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



Erinn D. L. Welliver
 (Signature of Notary)

Erinn D. L. Welliver
 (Print or stamp name of Notary)

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

My Appointment Expires: 4/1/2022

Notary seal, text and all notations must be inside 1" margins

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DATED this 13th day of August, 2018.

GRANTOR:

CHANNEL CROSSING, LLC, a Washington limited liability company

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

By: _____
NELS STRANDBERG
Its: Member

By: **JANSPEC US HOLDINGS, INC., a Wyoming corporation**
Its: Member

By: 
NEIL COLQUHOUN
Its: President

STATE OF _____)
) SS
 COUNTY OF _____)

On this 13th day of August, 20 18, before me, the undersigned, a Notary Public in and for the ~~State of~~ Province of B.C., duly commissioned and sworn, personally appeared **NEIL COLQUHOUN**, to me known to be the person who signed as **President** of **JANSPEC US HOLDINGS, INC.** in its capacity as the **Member** of **CHANNEL CROSSING LIMITED LIABILITY COMPANY**, the 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 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 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 _____,
 residing at _____

My Appointment Expires _____

Anna Kurt
Barrister & Solicitor
Notary Public

Ganapathi Law Group
 Suite 501 - 1155 Robson Street
 Vancouver, BC V6E 1B5
 Tel: (604) 689-9222

Witnessed as to Execution Only
No Legal Advice Sought or Given

Notary seal, text and all notations must be inside 1" margins

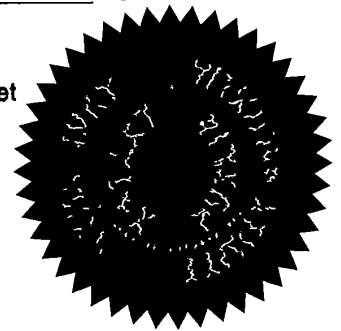


Exhibit "A"

That portion of the Northeast quarter of the Southeast quarter of Section 22, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Southeast quarter; thence North 0°57'37" West along the West line of said subdivision, a distance of 568.64 feet to the Northerly line of Oakes Avenue, being the true point of beginning; thence continue North 0°57'37" West a distance of 309.33 feet; thence South 52°56'22" East a distance of 203.44 feet to the Northerly line of Oakes Avenue; thence South 29°56" West along said Northerly line of Oakes Avenue a distance of 153.67 feet; thence South 56°22'50" West along said Northerly line of Oakes Avenue, a distance of 96.65 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



August 13th, 2018

This is Exhibit "A" referred
to in this Easement
signed before me in
Vancouver BC,
on August 13, 18

Witnessed as to Execution Only
No Legal Advice Sought or Given

Anna Kurt
Barrister & Solicitor
Notary Public
Ganapathi Law Group
Suite 501 - 1155 Robson Street
Vancouver, BC V6E 1B5
Tel: (604) 689-9222

