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03/11/2019 01:39 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
MAR 11 2019

Amount Paid \$ /
Skagit Co. Treasurer
By *him* Deputy



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

M10244

REFERENCE:
GRANTOR: **MARK KNUTZEN FARMS, INC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 1 LESS RD, S31 T35N R4E**
ASSESSOR'S PROPERTY TAX PARCEL: **P38128**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MARK KNUTZEN FARMS, INC., a Washington corporation** ("Grantor" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC., a Washington Corporation** ("Grantee" herein), for the specific 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:

Government Lot 1 of Section 31, Township, 35 North, Range 4 East, W.M., EXCEPT the as built and existing County Roads running along the West line and the North line thereof, commonly known as Pulver Road and Wilson Road; AND ALSO EXCEPT ditch right of way as condemned in Skagit County Superior Court Cause No. 3604.

Situate in the County of Skagit, State of Washington.

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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A diagram is attached hereto as Exhibit "B"; it is intended as a visual aid only.

The electrical facilities shall not be extended or supplemented without the Grantor's prior written consent reflected in a signed and recorded amendment to this Easement.

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 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

Skagit Valley Farms
WO#105089033/RW-110819
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No Consideration Paid

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; buried or ground-mounted facilities and pads, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Provided, however, that Grantee shall not interfere with Grantor's use and ownership of the Easement Area or the rights of the grantee, its successors and assigns, as set forth in the Easement between grantor Mark Knutzen Farms, Inc. and grantee Skagit Farmland, LLC recorded March 21, 2013 under Skagit County Auditor's No. 201303210108.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct in the Easement Area such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area 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. Grantor's Use of Easement Area. Grantor specifically reserves the right to use the Easement Area for any purpose that does not interfere 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.

4. Indemnity. Grantee agrees to release, protect, defend, and indemnify Grantor and its successors and assigns, and their respective shareholders, officers, directors, members, managers, and employees, from and against liabilities, claims, losses, actions, damages, demands, costs, and expenses of any kind, including, but not limited to, legal fees, resulting from the use of the Easement Area granted herein. However, nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, Grantor's employees or Grantor's contractors.

5. 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.

6. 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.

7. Hazardous Substances and Waste. Grantee, and its successors, assigns, and agents, covenant and agree they will not use, store or dispose of any hazardous substances or hazardous wastes in any manner not sanctioned by law in or around the Easement Area and further covenant and agree they shall strictly comply with any and all governmental laws, regulations and ordinances regarding the handling, transportation and storage of hazardous substances and hazardous wastes.

8. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement, protect its interest in any manner arising under this Easement or to recover damages for any breach under this Easement, the non-prevailing party shall pay the prevailing party its costs, damages, and expenses, including, but not limited to attorneys' fees and costs incurred.

9. Cooperation. Subject to the other provisions in this Easement, the parties agree to use reasonable, good faith efforts to perform their respective obligations under this Easement. The parties agree to cooperate with one another and with any steps required to be taken as part of their respective obligations under this Easement.

10. Applicable Law. This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the venue of any suit or proceeding brought with respect to this Easement.

11. Entire Agreement; Modifications. This Easement reflects the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement. Neither this Easement nor any provision in this Easement may be waived, modified, amended, discharged or terminated, except by an easement in writing signed by both parties and then, only to the extent set forth in such easement.

DATED this 4th day of March, 2019.

GRANTOR:

MARK KNUTZEN FARMS, INC., a Washington corporation

BY: Mark L. Knutzen
Mark L. Knutzen, its President

GRANTEE:

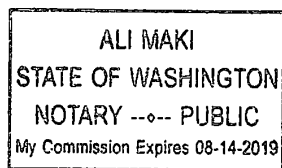
PUGET SOUND ENERGY, INC., a Washington corporation

BY: Daly Zeng
its Supervisor Real Estate

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 4th day of March, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARK L. KNUTZEN**, to me known to be the **President of MARK KNUTZEN FARMS, INC.**, the corporation 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 corporation for the uses and purposes therein mentioned; and on oath stated that he 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.



Ali Maki
(Signature of Notary)

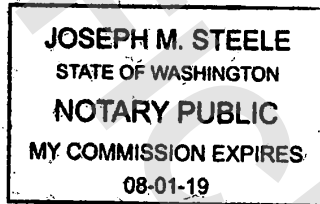
ALI MAKI
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mukilteo, WA
My Appointment Expires: 08-14-2019

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

STATE OF WASHINGTON)
) SS
COUNTY OF SANIT)

On this 4th day of MARCH, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Darby M. H. Broyles**, to me known to be the **Real Estate Supervisor** of **PUGET SOUND ENERGY, INC.**, 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.



[Signature]
(Signature of Notary)

JOSEPH M. STEELE
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at BELLINGHAM
My Appointment Expires: AUGUST 1, 2019

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

EXHIBIT "A"***NON-EXCLUSIVE EASEMENT FOR POWER FACILITIES*****PARENT PARCEL P 38128****SKAGIT COUNTY ASSESSOR'S PARCEL NO. P 38128**

A 10 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR ACCESS AND POWER FACILITIES OVER, UNDER AND UPON A PORTION OF GOVERNMENT LOT 1 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. WITH THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 2°37'53" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO THE INTERSECTION OF A POWER LINE A DISTANCE OF 48.37 FEET AND THE BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE SOUTH 78°36'32" EAST ALONG SAID POWERLINE 86.92' FEET TO A REFERENCE POINT ALSO KNOWN AS POINT "A" AND AN EXISTING POWER POLE; THENCE SOUTH 86°22'58" EAST ALONG SAID POWERLINE 240.83 FEET TO A POWER POLE; THENCE NORTH 83°34'06" EAST TO A POINT 5 FEET PAST THE EAST EDGE OF A POWER VAULT AND THE TERMINUS OF THIS LINE DESCRIPTION, BEING 5 FEET ON EACH SIDE OF THE UTILITY. TOGETHER WITH;
BEGINNING AT THE BEFORE MENTIONED POINT "A"; THENCE SOUTH 1°55'04" EAST ALONG AN EXISTING POWER LINE 35.14 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 1.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES, AND ANY AND ALL OTHER INSTRUMENTS OF RECORD.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO INTERSECT WITH BOUNDARY LINES.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

