



201907020026

07/02/2019 10:49 AM Pages: 1 of 4 Fees: \$104.50
Skagit County Auditor

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JUL 02 2019

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY



EASEMENT

M10267

REFERENCE #: RUFFLES, INC.
GRANTOR (Owner): PUGET SOUND ENERGY, INC.
GRANTEE (PSE): PTN SE 1/4 SW12-35N-01E & PTN NE 1/4 NW13-35N-01E, W.M.
SHORT LEGAL: ASSESSOR'S PROPERTY TAX PARCEL: P31426, P31497, P31394, & P31415

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RUFFLES, INC. ("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:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

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

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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.

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.

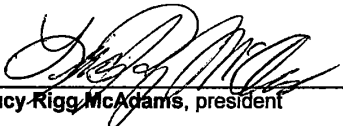
6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable 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 May, 2019.

OWNER: RUFFLES, INC.

By: 
Lucy Rigg McAdams, president

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this 8th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lucy Rigg McAdams, to me known to be the person(s) who signed as president, of **RUFFLES, INC.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be 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 she was authorized to execute the said instrument on behalf of said corporation.

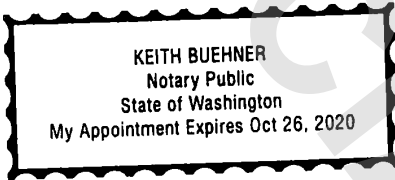
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Keith Buehner

(Signature of Notary)

Keith Buehner

(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Washington, residing at 12360 Lake City Way NE, Seattle

My Appointment Expires: 10/26/20

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

EXHIBIT "A"
LEGAL DESCRIPTION
APN: P31426, P31497, P31394, & P31415

PARCEL A:

A TRACT OF LAND LOCATED IN SECTIONS 12 AND 13, TOWNSHIP 35 NORTH, RANGE 1 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST OF W.M., WHICH POINT IS 1579.53 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH 653.53 FEET;
THENCE EAST 100 FEET;
THENCE SOUTH TO THE MEANDER LINE OF GUEMES CHANNEL;
THENCE WESTERLY ALONG SAID MEANDER LINE TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;
THENCE NORTH TO THE TRUE POINT OF BEGINNING.

EXCEPT COUNTY ROAD ALONG THE NORTH LINE THEREOF.

TOGETHER WITH THE TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF AND ABUTTING ON THE LANDS HEREINABOVE DESCRIBED.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., WHICH POINT IS 1,479.53 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH 653.53 FEET;
THENCE EAST 100 FEET;
THENCE SOUTH TO THE MEANDER LINE OF GUEMES CHANNEL;
THENCE WESTERLY ALONG SAID MEANDER LINE TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;
THENCE NORTH TO THE POINT OF BEGINNING,

EXCEPT COUNTY ROAD ALONG THE NORTH SIDE OF SAID DESCRIBED PREMISES.

ALSO TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF AND ABUTTING SAID LANDS ABOVE DESCRIBED.