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09/30/2019 02:24 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233



WARRIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

M10285

REFERENCE #:  
GRANTOR (Owner): **HAPPY FACE FARMS, INC.**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PORTION GOVT LOT 4, SEC 25-35N-9E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P44659 / 350925-0-012-0106, P44663 / 350925-0-016-0003**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HAPPY FACE FARMS, INC.**, a Washington corporation ("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.**

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.

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

*No Consideration Paid*

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 26<sup>th</sup> day of SEPT., 2019.

OWNER:  
**HAPPY FACE FARMS, INC., a Washington corporation**

By: *Gary Lohman*  
**GARY LOHMAN**

Its: Director

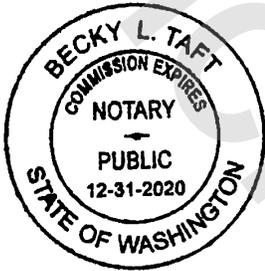
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
**EXEMPT**  
**SEP 30 2019**

Amount Paid \$  
Skagit Co. Treasurer  
By: *HTB* Deputy

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 26 day of Septem, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GARY LOHMAN**, to me known to be the person who signed as **Director**, of **HAPPY FACE 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.



Becky L. Taft  
(Signature of Notary)

Becky L. Taft  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Seedno Wooten

My Appointment Expires: 12312020

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



**Exhibit "A"****Parcel A:**

That portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;  
Thence continuing S 00°05'16" E, a distance of 270.00 feet to the Northwest corner of that certain tract conveyed to Alvin E. Williams by deed recorded under AF# 454190, records of Skagit County, Washington;  
Thence N 89°54'44" E along the North line of said Williams tract, a distance of 275.00 feet to the Northeast corner thereof;  
Thence S 00°05'16" E along the East line of said Williams tract, a distance of 21.74 feet to the right of way of Highway 20 as conveyed by deed recorded under AF# 498238, records of Skagit County, Washington;  
Thence Northeasterly along said North line of said highway right of way, to a point on the West line of that certain tract conveyed to Tony Naser by deed recorded under AF# 245329, in Volume 158 of Deeds at page 250, records of Skagit County, Washington;  
Thence N 00°05'16" W along the East line of said Naser tract, a distance of 105.31 feet to the Northwest corner thereof;  
Thence N 89°54'44" E along the North line of said Naser tract, a distance of 180.00 feet to the Northeast corner thereof;  
Thence N 00°05'16" W, a distance of 100.00 feet;  
Thence S 89°54'44" W, a distance of 580.00 feet to the point of beginning.

EXCEPT that portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;  
Thence N 89°54'44" E, a distance of 580.00 feet;  
Thence S 00°05'16" E, a distance of 85.20 feet to the point of beginning of this description;  
Thence S 89°33'52" W, a distance of 397.81 feet;  
Thence S 11°40'42" W, a distance of 137.82 feet;  
Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;  
Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the Northwesterly right of way of Highway 20;  
Thence Northeasterly along said Highway right of way, to a point on the West line of that certain tract conveyed to Donald L. Lallemand and Cecil J. Lallemand by deed recorded under AF# 9303090066, records of Skagit County, Washington;  
Thence N 00°05'16" E along the West line of said Lallemand parcel, and the Northerly projection thereof, a distance of 105.31 feet to the Northwest corner thereof;  
Thence N 89°54'44" E along the North line of said Lallemand tract, a distance of 183.00 feet to the Northeast corner thereof;  
Thence N 00°05'16" W, a distance of 14.80 feet to the point of beginning.

TOGETHER WITH a twenty (20) foot wide easement for ingress, egress and utilities, over, under and across a portion of Government Lot 4, Section 25, Township 35 North, Range 9 east, W.M., the South line of which is described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;

Thence S 00°05'16" E, a distance of 85.20 feet;

Thence S 89°33'52" W, a distance of 397.81 feet;

Thence S 11°40'42" W, a distance of 137.82 feet to the point of beginning of this south line description;

Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;

Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the right of way of Highway 20 and the terminal point of this description.

Situate in Skagit County, Washington.

Parcel B:

That portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S 00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;

Thence S 00°05'16" E, a distance of 85.20 feet to the point of beginning of this description;

Thence S 89°33'52" W, a distance of 397.81 feet;

Thence S 11°40'42" W, a distance of 137.82 feet;

Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;

Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the Northwesterly right of way of Highway 20;

Thence Northeasterly along said Highway right of way, to a point on the East line of that certain tract conveyed to Donald L Lallemand and Cecil J. Lallemand by deed recorded under AF# 9303090066, records of Skagit County, Washington;

Thence N 00°05'16" E along the East line of said Lallemand parcel, and the Northerly projection thereof, a distance of 26.60 feet to the point of beginning.

SUBJECT TO a twenty (20) foot wide easement for ingress, egress and utilities, over, under and across a portion of Government Lot 4, Section 25, Township 35 North, Range 9 east, W.M., the South line of which is described as follows:

Commencing at a point on the West line of said Government Lot 4, which lies S00°05'16" E, a distance of 900 feet from the Northwest corner thereof;

Thence N 89°54'55" E, a distance of 580 feet;  
Thence S 00°05'16" E, a distance of 85.20 feet;  
Thence S 89°33'52" W, a distance of 397.81 feet;  
Thence S 11°40'42" W, a distance of 137.82 feet to the point of beginning of this south line description;  
Thence S 81°01'43" E, a distance of 108.01 feet to a curve to the right having a radius of 250 feet;  
Thence Easterly along said curve through a central angle of 14°32'23", and an arc distance of 63.44 feet to the right of way of Highway 20 and the terminal point of this description.

Situate in Skagit County, Washington.

