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10/15/2019 01:31 PM Pages: 1 of 3 Fees: \$105.50  
Skagit County Auditor

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



## EASEMENT

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

REFERENCE #: N/A  
GRANTOR (Owner): Hickox Road Industrial Leasing and Storage, LLC  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN Lot 2, Skagit County Short Plan No. PL-00-0322  
ASSESSOR'S PROPERTY TAX PARCEL: P117188

M16287

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hickox Road Industrial Leasing and Storage, LLC ("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:

LOT 2 OF SKAGIT COUNTY SHORT PLAT No. PL-00-0322, APPROVED SEPTEMBER 13, 2000 AND RECORDED SEPTEMBER 13, 2000, UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200009130060, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SKAGIT COUNTY SHORT PLAT No. PL-00-0322; THENCE NORTH 89° 33'02" EAST ALONG THE NORTH LINE OF SAID LOT 1, 203.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A SOUTHEAST CORNER OF LOT 2 SAID SKAGIT COUNTY SHORT PLAT No. PL-00-0322; THENCE NORTH 0° 08'55" EAST ALONG THE EAST LINE OF SAID LOT 2, 50.00 FEET; THENCE SOUTH 89°33'02" WEST, 203.54 FEET TO A POINT BEARING NORTH 0°08'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 0°08'55" WEST, 50.00 FEET TO THE POINT OF THE BEGINNING.

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 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 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 23 day of September, 2019.

OWNER: Hickox Road Industrial Leasing and Storage, LLC

By: Thomas Little  
Thomas Little, Managing Member

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF Snohomish

On this 23 day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas Little, to me known to be the person(s) who signed as **Managing Member**, of **Hickox Road Industrial Leasing and Storage, LLC**, the limited liability 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 limited liability 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 limited liability company.

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



Vickie J Baldwin  
 (Signature of Notary)

VICKIE J BALDWIN  
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at LAKE STEVENS

My Appointment Expires: 9-20-20

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