

RETURN ADDRESS:

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



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 07/15/2020

EASEMENT

GNW M 10345

REFERENCE:

GRANTOR: **STERLING HILL POTATOES, INC.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SW ¼, NE ¼, SEC 35, T35N, R03E**
ASSESSOR'S PROPERTY TAX PARCEL: **P34800**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **STERLING HILL POTATOES, INC.**, a Washington corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the 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:

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

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:

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. 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, towers 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 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; 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement

no monetary consideration

Area over and across the Property 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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent 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.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. 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.

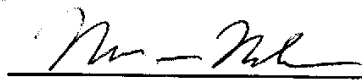
7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 15th day of July, 2020

GRANTOR:

STERLING HILL POTATOES, INC.


By: James N. Nelson, Secretary and Treasurer


By: Norman W. Nelson, Jr., President

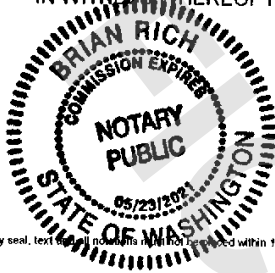
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) SS

On this 15TH day of JULY, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James N. Nelson** to me known or proved by satisfactory evidence to be the person who signed as Secretary and Treasurer of **STERLING HILL POTATOES, INC.**, a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be their 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 they were 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.



Notary seal, text and appointment must be placed within 1" margins

B. R. D.
(Signature of Notary)
BRIAN RICH
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at MT. VERNON
My Appointment Expires: 5/23/21

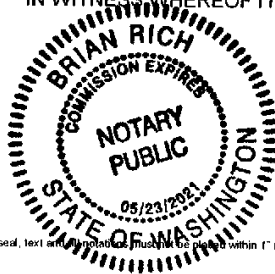
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

) SS

On this 15TH day of JULY, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Norman W. Nelson, Jr.** to me known or proved by satisfactory evidence to be the person who signed as President of **STERLING HILL POTATOES, INC.**, a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be their 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 they were 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.



Notary seal, text and appointment must be placed within 1" margins

B. R. D.
(Signature of Notary)
BRIAN RICH
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at MT. VERNON
My Appointment Expires: 5/23/21

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THE EAST 250 FEET OF THE SOUTH 585 FEET OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

TOGETHER WITH THAT PORTION OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 25, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST 250 FEET OF THE SOUTH 585 FEET OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.; THENCE NORTHERLY ALONG THE EAST LINE OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 25, 265.0 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 25, TO A POINT NORTH OF THE NORTHWEST CORNER OF THE EAST 250 FEET OF THE SOUTH 585 FEET OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTHERLY TO SAID NORTHWEST CORNER; THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID EAST 250 FEET OF THE SOUTH 585 FEET OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROAD AND DITCH RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.