



Skagit County Auditor \$76.00
12/6/2016 Page 1 of 4 1:55PM

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
DEC 06 2016

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

M9973

REFERENCE #:
GRANTOR (Owner): **GRANDVIEW INC**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN TRACT 35, BURLINGTON ACREAGE PROPERTY (SW33-35N-04E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P62475 (3867-000-035-0203), PTN P62500 (3867-000-034-2712)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANDVIEW 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

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.

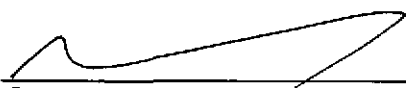
6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its 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 21 day of NOVEMBER, 2016.

OWNER:

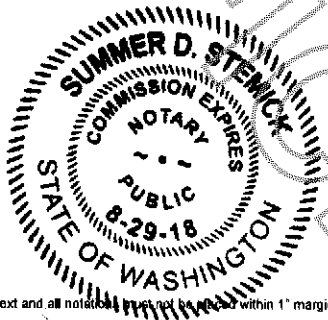
GRANDVIEW INC, a Washington corporation

By: 
Scott T. Wammack, Its President

STATE OF WASHINGTON)
) ss
COUNTY OF Spokane)

On this 21st day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Scott T. Wammack**, to me known to be the person who signed as President, of **GRANDVIEW 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 **GRANDVIEW INC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **GRANDVIEW INC**.

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



Summer D. Stemick
(Signature of Notary)

Summer D. Stemick
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Glade Falls

My Appointment Expires: 8/29/18

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"

THAT PORTION OF THE WEST 134 FEET OF THE EAST HALF OF TRACT 35, OF PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN BLOCK 3 OF KLOKE'S ADDITION TO BURLINGTON, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, AND LYING NORTH OF THE NORTH LINE OF FAIRHAVEN AVENUE, AS ESTABLISHED.

EXCEPT THE EAST 8 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) THEREOF AS CONVEYED TO HELEN AAMOT BY QUIT CLAIM RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO 8110120022;

ALSO EXCEPT THE WEST 8.5 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF THE SOUTH 210 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THAT PORTION OF THE EAST HALF OF TRACT 35, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTH OF FAIRHAVEN AVENUE, AS ESTABLISHED.

TOGETHER WITH A STRIP OF LAND DESCRIBED IN SKAGIT COUNTY SUPERIOR COURT JUDGMENT No. 40937, DATED OCTOBER 5, 1981, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LOCATED ALONG THE WEST LINE OF A TRACT OF LAND AS DESCRIBED UNDER AUDITOR'S FILE NO. 679256 AS THAT PORTION OF THE WEST 134 FEET OF THE EAST HALF OF TRACT 35, OF PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY; WASHINGTON, LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN BLOCK 3 OF KLOKE'S ADDITION TO BURLINGTON, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, AND LYING NORTH OF THE NORTH LINE OF FAIRHAVEN AVENUE, AS ESTABLISHED. SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT;
THENCE SOUTH 85 DEGREES 26'48" WEST A DISTANCE OF 10.41 FEET;
THENCE SOUTH 0 DEGREES 01'54" WEST A DISTANCE OF 146.75 FEET;
THENCE NORTH 86 DEGREES 55'48" WEST A DISTANCE OF 0.50 FEET;
THENCE SOUTH 0 DEGREES 31'51" WEST A DISTANCE OF 32.43 FEET;
THENCE NORTH 89 DEGREES 26'57" EAST A DISTANCE OF 11.55 FEET;
THENCE NORTH 0 DEGREES 05'29" WEST A DISTANCE OF 179.86 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF THAT FALLS WITHIN SAID LOT 8 OF KLOKE'S ADDITION TO BURLINGTON; AND

TOGETHER WITH THE EAST 7.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE EAST 120.00 FEET (AS MEASURED PERPENDICULAR TO THE EAST LINE) OF THE SOUTH 210.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THE PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 35, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, LYING NORTH OF FAIRHAVEN AVENUE, AS ESTABLISHED;

TOGETHER WITH THE WEST 8.50 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF THE SOUTH 210.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THAT PORTION OF THE EAST 1/2 OF SAID TRACT 35, PLAT OF BURLINGTON ACREAGE PROPERTY, LYING NORTH OF FAIRHAVEN AVENUE, AS ESTABLISHED;

SITUATE IN SECTION 33. TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

(ALSO KNOWN AS LOT B, QUIT CLAIM DEED, BOUNDARY LINE ADJUSTMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S No. 201607150133).