

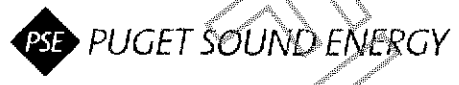


201702270153

Skagit County Auditor \$79.00
2/27/2017 Page 1 of 7 3:47PM

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
FEB 27 2017



Amount Paid \$0
Skagit Co. Treasurer
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
M4485

EASEMENT

REFERENCE:
GRANTOR: RITA STREET LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE 1/4 SW24-35N-04E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P37585 (350424-3-005-0006)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, RITA STREET LLC, a Washington limited liability company ("Grantor" herein), hereby conveys and warrants, including any after-acquired title, 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.

(IN THE EVENT THAT THIRTY FEET OF THE ABOVE DESCRIBED REAL PROPERTY IS DEDICATED OR CONVEYED TO THE CITY OF SEDRO-WOOLLEY FOR RITA STREET PUBLIC ROAD RIGHT-OF-WAY, THAT PORTION OF THE EASEMENT SHALL AUTOMATICALLY TERMINATE WITHIN THE LIMITS OF SAID DEDICATED OR CONVEYED PUBLIC RIGHT-OF-WAY.)

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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:

NO COMPENSATION PAID

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 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 16th day of February, 2017.

GRANTOR:

RITA STREET LLC,
a Washington limited liability company

By: 

Paul J. Woodmansee

Its: Member

By: 


Timothy M. Woodmansee

Its: Member

By: 

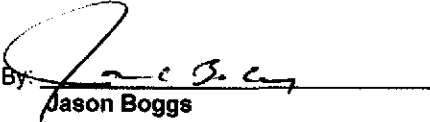
LeAnn M. Woodmansee

Its: Member

By: 

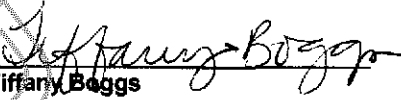
Alexandria L. Woodmansee

Its: Member

By: 

Jason Boggs

Its: Member

By: 

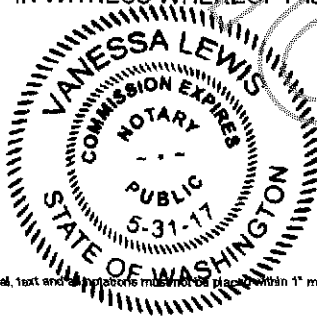
Tiffany Boggs

Its: Member

STATE OF WASHINGTON)
)
COUNTY OF Skagit) ss

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul J. Woodmansee, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



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

[Signature]
(Signature of Notary)
Vanessa Lewis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett, WA
My Appointment Expires: 5/31/2017

STATE OF WASHINGTON)
)
COUNTY OF Skagit) ss

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Timothy M. Woodmansee, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



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

[Signature]
(Signature of Notary)
Vanessa Lewis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett, WA
My Appointment Expires: 5/31/2017

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LeAnn M. Woodmansee, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



Notary seal, 165 and all notations must not be placed within 1" margins

[Signature]
(Signature of Notary)

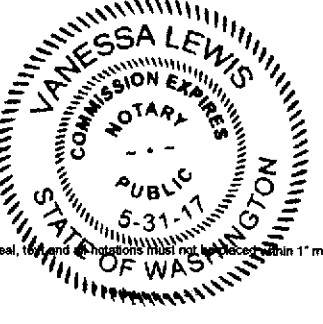
Vanessa Lewis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett, WA

My Appointment Expires: 5/31/2017

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 16th day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alexandria L. Woodmansee, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



Notary seal, 165 and all notations must not be placed within 1" margins

[Signature]
(Signature of Notary)

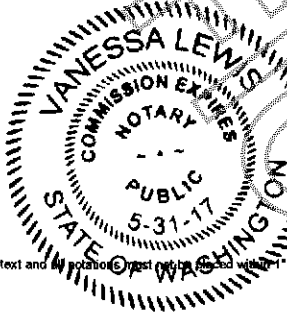
Vanessa Lewis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett, WA

My Appointment Expires: 5/31/2017

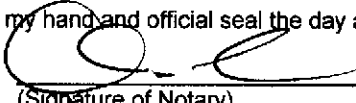
STATE OF WASHINGTON)
)
COUNTY OF Skagit) ss

On this 16th day of February, 20 17, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jason Boggs, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



Notary seal, text and all notations must print to fit and within 1" margins



(Signature of Notary)
Vanessa Lewis

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett, WA 98201
My Appointment Expires: 5/31/17

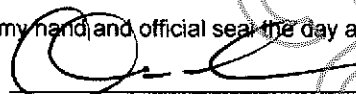
STATE OF WASHINGTON)
)
COUNTY OF Skagit) ss

On this 16th day of February, 20 17, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tiffany Boggs, to me known or proved by satisfactory evidence to be the person who signed as Member, of RITA STREET LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her 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/she 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.



Notary seal, text and all notations must print to fit and within 1" margins



(Signature of Notary)
Vanessa Lewis

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Everett wa
My Appointment Expires: 5/31/17

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF SAID RAILWAY COMPANY'S STATION GROUND PROPERTY AT SEDRO-WOOLLEY, WASHINGTON, SITUATED IN THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24; THENCE NORTHERLY ALONG THE WEST LINE OF SAID WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, DISTANCE OF 690 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANCE 200.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED;
THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 235 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT CERTAIN STRIP OF LAND DESCRIBED IN EASEMENT FOR PUBLIC ROADWAY AND OTHER PURPOSES FROM BURLINGTON NORTHERN, INC., TO THE CITY OF SEDRO-WOOLLEY, WASHINGTON, RECORDED JANUARY 3, 1973, IN VOLUME 106, PAGE 488, AS DOCUMENT NO. 779702, IN AND FOR SAID COUNTY;
THENCE EASTERLY, DEFLECTING AN ANGLE 65°21'30", AS MEASURED FROM NORTH TO EAST FROM THE LAST DESCRIBED COURSE, 190 FEET, MORE OR LESS, TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE;
THENCE SOUTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE, 660.00 FEET;
THENCE WESTERLY AT RIGHT ANGLES 25 FEET, MORE OR LESS, TO A POINT BEING 15.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILWAY COMPANY'S SPUR TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED;
THENCE SOUTHERLY PARALLEL WITH SAID SPUR TRACK CENTERLINE, 340 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼;
THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.