

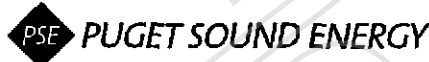


Skagit County Auditor \$77.00  
5/11/2017 Page 1 of 5 1:58PM

**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  
*Assessment*  
MAY 11 2017

Amount Paid \$  
Skagit Co. Treasurer  
By *YMM* Deputy



GUARDIAN NORTHWEST TITLE CO.  
ASSOCIATION RECORDING ONLY

EASEMENT

*M 10009*

REFERENCE #:  
GRANTOR (Owner): PACIFIC WOODTECH CORPORATION  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LTS 21, 23, 26 and Tract "H" Amended Plat of Burlington Hill Business Park PH 2,  
BPS, TGW PTN N Hill Blvd adjoining (SW29-35N-04E)  
ASSESSOR'S PROPERTY TAX PARCEL: P117842 (8029-000-021-0000), P117843 (8029-000-023-0000),  
P117844 (8029-000-026-0000), P119929 (8029-000-016-0100) & P117839 (8029-000-016-0000)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PACIFIC WOODTECH CORPORATION, a Washington corporation ("Owner" herein), insofar as Grantor has rights or title, or any hereafter acquired rights or title, hereby conveys and grants 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:

THE SOUTH 355 FEET OF NORTH HILL BOULEVARD, 60 FEET IN WIDTH, ABUTTING LOTS 21, 23, 26 AND TRACT H OF "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 16, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

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.

***For purposes of this Easement, Owner's electronic gate with keyed access switch for PSE to gain manual access, is not considered to be inconsistent with the rights granted herein.***

**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 2 day of May, 2017.

OWNER:

PACIFIC WOODTECH CORPORATION, a Washington corporation

By:   
Randall Schilling, Vice President Operations

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 2nd day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randall Schillinger, to me known to be the person(s) who signed as Vice President Operations, of PACIFIC WOODTECH CORPORATION the Washington 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 PACIFIC WOODTECH 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 PACIFIC WOODTECH CORPORATION.

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



Cheri L. Adkins  
(Signature of Notary)

Cheri Adkins  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit County.

My Appointment Expires: 05-07-19

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

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**PTN Lot 21 (P117842):**

LOT 21, EXCEPT THE WEST 232.00 FEET THEREOF, "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
AND BEING A PORTION OF THE SOUTH ½ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

TOGETHER WITH THE EAST 27 FEET OF THE WEST 232.00 FEET OF LOT 21, "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
AND BEING A PORTION OF THE SOUTH ½ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**Lots 23 & 26 (P117843 & P117844):**

LOTS 21 AND 26, "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
AND BEING A PORTION OF THE SOUTH ½ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**TRACT "H" (P119929 & P117839):**

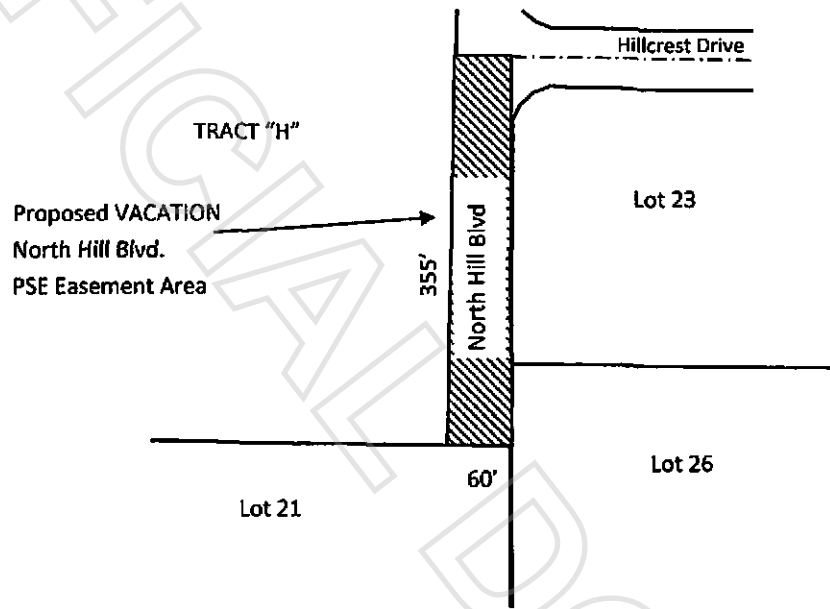
TRACT H, "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
AND BEING A PORTION OF THE SOUTH ½ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PROPOSED CITY OF BURLINGTON RIGHT-OF-WAY VACATION AREA:**

THE SOUTH 355 FEET OF NORTH HILL BOULEVARD, 60 FEET IN WIDTH, ABUTTING LOTS 21, 23, 26 AND TRACT H OF "AMENDED PLAT OF LOTS 19, 21, 23 AND TRACT 'A', BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN," RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE No. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**EXHIBIT "B"**  
**(DIAGRAM)**



Not to scale