



201705220134

Skagit County Auditor

5/22/2017 Page

1 of

\$78.00  
6 1:50PM

**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**

*Statement*  
MAY 22 2017



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

GUARDIAN NORTHWEST TITLE CO.

**EASEMENT**

**ACCOMMODATION RECORDING ONLY**

*M10015*

**REFERENCE:**

GRANTOR: **WESTERN VALLEY FARMS, LLC**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 2 and SW 1/4 NE06-33N-04E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P16412 (330406-0-003-0008) & P16436 (330406-1-002-0007)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WESTERN VALLEY FARMS, LLC**, a Washington limited liability company ("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, GENERALLY LOCATED ALONG HICKOX ROAD.**

**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.

**NO COMPENSATION PAID**

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 23<sup>rd</sup> day of April, 2017.

GRANTOR:

WESTERN VALLEY FARMS, LLC, a Washington limited liability company

BY:   
STEVEN E. BOON, member

BY:   
DAVID L. BOON, member

BY:   
JEFFREY S. BOON, member

BY:   
YVONNE G. BOON, member

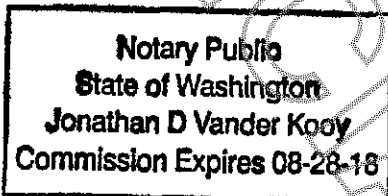
STATE OF WASHINGTON )

COUNTY OF Skagit )

) SS

On this 28<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEVEN E. BOON**, to me known or proved by satisfactory evidence to be the person who signed as member, of **WESTERN VALLEY FARMS, 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.



[Signature]  
(Signature of Notary)

Jonathan D. Vander Kooy  
(Print or stamp name of Notary)

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

My Appointment Expires: 8-28-18

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

STATE OF WASHINGTON )

COUNTY OF Grant )

) SS

On this 15<sup>th</sup> day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID L. BOON**, to me known or proved by satisfactory evidence to be the person who signed as member, of **WESTERN VALLEY FARMS, 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.



[Signature]  
(Signature of Notary)

Yesenia M. Garibay  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Burien, WA

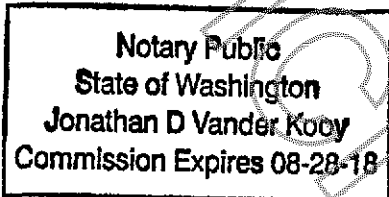
My Appointment Expires: 2-15-2020

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

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Skagit )

On this 3rd day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JEFFREY S. BOON**, to me known or proved by satisfactory evidence to be the person who signed as member, of **WESTERN VALLEY FARMS, 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.



JV  
(Signature of Notary)  
Jonathan Dirk Vander Kooy  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington  
My Appointment Expires: 8-28-18

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

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Grant )

On this 15th day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **YVONNE G. BOON**, to me known or proved by satisfactory evidence to be the person who signed as member, of **WESTERN VALLEY FARMS, 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.



Yesenia M. Garibay  
(Signature of Notary)  
Yesenia M. Garibay  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burien, WA  
My Appointment Expires: 2-15-2020

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

**GOVERNMENT LOT 2 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 33 NORTH,  
RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT ROAD AND DITCH RIGHTS-OF-WAY.**

**AND EXCEPT THE FOLLOWING DESCRIBED TRACT:**

**THAT PORTION CONVEYED TO JOHN S. HAINES AND RUTH HAINES, HUSBAND AND WIFE, BY DEED RECORDED MARCH 15, 2004  
UNDER AUDITOR'S FILE No. 200403150115, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTH LINE OF HICKOX ROAD AND THE EAST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 6, SAID POINT  
BEING 20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2;  
THENCE 89°31'13" WEST ALONG THE SOUTH LINE OF HICKOX ROAD, A DISTANCE OF 780.22 FEET;  
THENCE SOUTH 00°05'06" WEST, A DISTANCE OF 149.15 FEET;  
THENCE SOUTH 38°18'48" EAST, A DISTANCE OF 62.11 FEET;  
THENCE SOUTH 89°18'22" EAST, A DISTANCE OF 367.28 FEET;  
THENCE 02°35'37" EAST, A DISTANCE OF 148.45 FEET;  
THENCE NORTH 89°31'13" EAST, A DISTANCE OF 395.05 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 2;  
THENCE NORTH 04°22'57" WEST ALONG SAID EAST LINE OF GOVERNMENT LOT 2, A DISTANCE OF 354.89 FEET TO THE POINT OF  
BEGINNING OF THIS DESCRIPTION.**

**SITUATED IN SKAGIT COUNTY, WASHINGTON.**