

201812030180

12/03/2018 01:38 PM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

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

DEC 03 2018

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

UTILITY EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

REFERENCE #: 644979, 200710010112
GRANTOR (Owner): MORGAN-TURNER PROPERTIES, L.P.
GRANTEES: PUGET SOUND ENERGY, INC., CASCADE NATURAL GAS CORPORATION, WAVE BUSINESS SOLUTIONS, LLC, & FRONTIER COMMUNICATIONS NORTHWEST INC.
SHORT LEGAL: PORTION GOVT LOTS 4, 5 & 6, SEC 9-34N-2E
ASSESSOR'S PROPERTY TAX PARCEL: P20187, P20207, P127580

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MORGAN-TURNER PROPERTIES L.P.**, a Washington limited partnership ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation, **CASCADE NATURAL GAS CORPORATION**, a Washington corporation, **WAVE BUSINESS SOLUTIONS, LLC**, a Washington limited liability company, **FRONTIER COMMUNICATIONS NORTHWEST INC.**, a Washington Corporation, their respective successors and assigns, and other Utility Providers ("Grantees" 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:

THAT PORTION OF ROADWAY EASEMENT, AS DESCRIBED IN WARRANTY DEED, RECORDED UNDER SKAGIT COUNTY RECORDING No. 644979, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE 50 FOOT WIDE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED ON SHORT PLAT PL05-0893, RECORDED UNDER SKAGIT COUNTY RECORDING No. 200805190147, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION LYING WITHIN LOT 3 OF SAID SHORT PLAT.

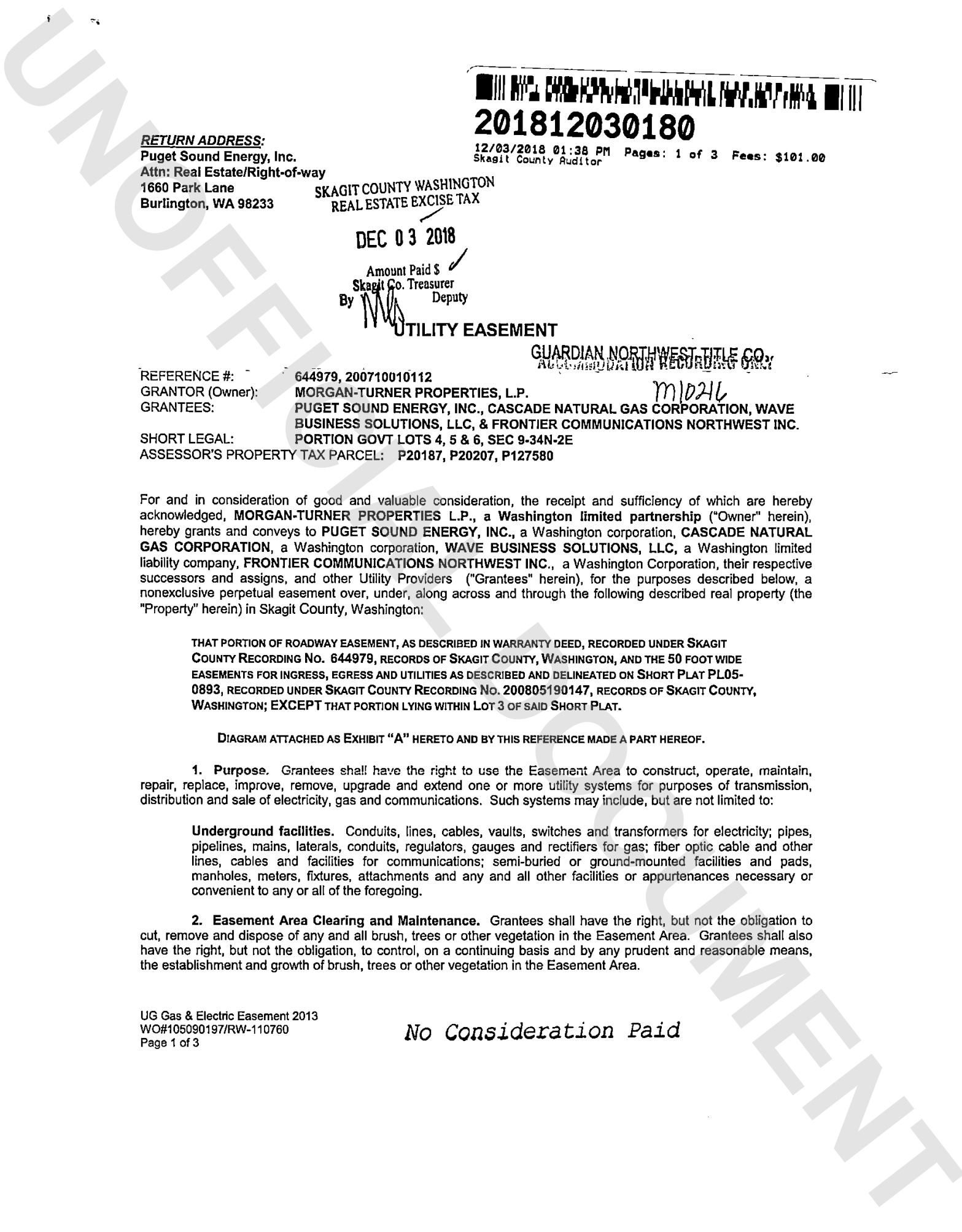
DIAGRAM ATTACHED AS EXHIBIT "A" HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. **Purpose.** Grantees 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, gas and communications. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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.

2. **Easement Area Clearing and Maintenance.** Grantees 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. Grantees 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.

No Consideration Paid



3. **Restoration.** Following initial installation, repair or extension of their facilities, Grantees shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by Grantee'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 Grantee shall be performed as soon as reasonably possible after the completion of Grantee'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.

5. **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 13 day of November, 2018.

OWNER:

MORGAN-TURNER PROPERTIES, L.P., a Washington limited partnership

By: Beth Morgan-Cleland
BETH MORGAN-CLELAND

Its: Member

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 13 day of November, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BETH MORGAN-CLELAND**, to me known to be the person who signed as Member, of **MORGAN-TURNER PROPERTIES, L.P.**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said entity.

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

NOTARY PUBLIC
STATE OF WASHINGTON
JULIA G. KLINGMAN
My Appointment Expires
JANUARY 19, 2020

Julia G. Klingman
(Signature of Notary)
Julia G. Klingman
(Print or stamp name of Notary)

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

My Appointment Expires: 1/19/2020

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

Exhibit "A"

