



201901170045

01/17/2019 02:31 PM Pages: 1 of 5 Fees: \$103.00  
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  
*Easement*  
JAN 17 2019

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

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY



EASEMENT

*M10233*

REFERENCE #:   
GRANTOR (Owner): ALGER MINI STORAGE, LLC  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PORTION NW 18-36N-4E and SW 7-36N-4E  
ASSESSOR'S PROPERTY TAX PARCEL: P49367 / 360418-0-001-0003, P48997 / 360407-0-008-0504

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALGER MINI STORAGE, LLC, a Washington limited liability company ("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

*No Consideration Paid*

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 31 day of December, 2018.

OWNER:

ALGER MINI STORAGE, LLC, a Washington limited liability company

By: OCCIDENTAL CAPITAL HOLDINGS, INC., its Manager

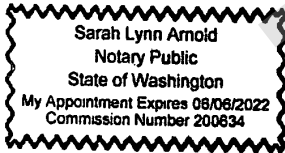
By: James R. Patterson  
JAMES R. PATTERSON

Its: President/Director

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOHOMISH )

On this 31 day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES R. PATTERSON, to me known to be the person who signed as President/Director, of OCCIDENTAL CAPITAL HOLDINGS, 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 said 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 corporation.

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



Sarah Lynn Arnold  
(Signature of Notary)

Sarah Lynn Arnold  
(Print or stamp name of Notary)

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

My Appointment Expires: 6/6/22

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

## EXHIBIT A

## Parcel A:

Lot 3, of Skagit County Short Plat No. 96-063, as approved March 31, 1998 and recorded April 1, 1998, in Volume 13 of Short Plats, page 112, under Auditors' File No. 9804010116, records of Skagit County, Washington, being a portion of the Northwest quarter of Section 18, Township 36 North, Range 4 East, W.M.,

TOGETHER WITH 1996 Skyline/Key Largo TPO &061990 1SV900R29TM000127.

## Parcel B:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Government Lot 4;  
Thence 89°01'34" East a distance of 1,451.78 feet to the Southeast corner of Government Lot 4, being the Southeast corner of Skagit County Short Plat No. 11-85, approved March 10, 1986, and recorded March 11, 1986, under Auditor's File No. 8603110018, records of Skagit County, Washington, and the point of beginning;  
Thence North 00°18'56" West along the East line of said government lot and said short plat a distance of 1,201.82 feet to the Southerly line of Alger-Lake Samish Road;  
Thence North 70°55'30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown upon said short plat;  
Thence South 03°20'47" East along said centerline a distance of 22.10 feet;  
Thence South 25°41'33" West along said centerline a distance of 215.99 feet;  
Thence South 03°03'26" West along said centerline a distance of 123.31 feet;  
Thence North 89°01'34" West a distance of 290.00 feet;  
Thence South 13°00'00" West a distance of 150.00 feet;  
Thence South 13°00'00" West a distance of 100.00 feet;  
Thence South 15°50'30" West a distance of 104.59 feet to the Easterly line of Interstate Highway No. 5;  
Thence Southerly along said Easterly line the following courses:  
South 23°56'55" East a distance of 301.93 feet;  
Thence South 27°24'52" East a distance of 146.80 feet;  
Thence South 27°56'00" East a distance of 237.89 feet to the South line of Government Lot 4;

Thence South 89°01'34" East along said south line a distance of 467.09 feet to the point of beginning;

(Being Parcel 5 of an unrecorded survey.)

Parcel C:

Easements for ingress, egress and utilities as described in Parcels B and C on Statutory Warranty Deed recorded under Auditor's File No. 201604270025, records of Skagit County, Washington.

Situated in Skagit County, Washington.