



201907020023

07/02/2019 10:49 AM Pages: 1 of 4 Fees: \$104.50
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
JUL 02 2019

Amount Paid \$ ✓
Skagit Co. Treasurer
By *mm* Deputy

 PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m10267

EASEMENT

REFERENCE #: **BUNNY AND HAL, LLC**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **PORTION TRACT 43, PLAT OF THE BURLINGTON ACREAGE PROPERTY**
SHORT LEGAL: **ASSESSOR'S PROPERTY TAX PARCEL: P62554 / 3867-000-043-0104**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BUNNY AND HAL, 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.

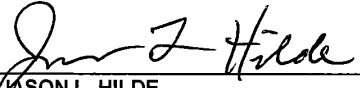
6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its 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 18th day of June, 2019.

OWNER:

BUNNY AND HAL, LLC, a Washington limited liability company

By: 
JASON L. HILDE

Its: **Member**

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF TRACT 43 OF "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THE NORTH 124 FEET THEREOF;

AND EXCEPT THE WEST 20 FEET OF THE EAST 311 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTH HALF OF SAID TRACT 43;
THENCE NORTH ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTH HALF 18.4 FEET;
THENCE EAST TO A POINT ON THE EAST LINE OF SAID EAST HALF OF THE NORTH HALF OF TRACT 43 THAT IS 20.2 FEET NORTH OF THE SOUTHEAST CORNER THEREOF;
THENCE SOUTH TO SAID SOUTHEAST CORNER;
THENCE WEST TO THE POINT OF BEGINNING;

ALSO EXCEPT THE WEST 5 FEET THEREOF CONVEYED TO THE CITY OF BURLINGTON BY DEED DATED SEPTEMBER 7, 1977 AND RECORDED SEPTEMBER 9, 1977 AS AUDITOR'S FILE No. 864405.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.