



**RECORDED BY First American Title
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NO LIABILITY FOR THE ACCURACY OR AFFECT
OF THIS DOCUMENT IS ASSUMED.**

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attention: R/W Department
PO Box 97034 / Est 06W
Bellevue, WA 98009-9942
(Zach Bergman)

REVIEWED BY: A. J. Gill
DEPUTY, KITTITAS COUNTY TREASURER COMPENSATION PAID
DATE: 10-30-12
STANDS BEFORE ME: Nancy Hampton
REPRESENTING: Next Title
STATING THAT NO CONSIDERATION
IS BEING PAID.

RECEIVED
JUL 24 2018
Kittitas County CDS

EASEMENT



REFERENCE #:

GRANTOR: Swauk Valley Ranch, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptns of 20-19-17
ASSESSOR'S PROPERTY TAX PARCEL: 207734 (19-17-20000-0015)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,

Swauk Valley Ranch, 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, along, across and through the following described real property ("Property" herein) in Kittitas 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:
An Easement Area Eleven (11) feet in width having Five Point Five (5.5) feet of such width 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. 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:

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;

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 3rd day of October, 2012.

GRANTOR:

Swauk Valley Ranch, LLC, a Washington Limited Liability Company

BY: Alex Cordas
Alex Cordas

ITS: Owners Representative

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 5th day of OCTOBER, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and - sworn, personally appeared Alex Cordas, ~~OWNER REPRESENTATIVE~~ to me known or proved by satisfactory evidence to be the person who signed as Swauk Valley Ranch, LLC, a Washington Limited Liability Company, 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.



Genevieve M. Pen
(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of WASHINGTON
Washington, residing at RENTON
My Appointment Expires: 10-19-15

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

EXHIBIT "A"

THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 17 EAST, W. M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

EXCEPT A STRIP OF LAND 100 FEET IN WIDTH ACROSS THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, CONVEYED BY M.C. BALLARD AND MINNIE F. BALLARD, HIS WIFE, TO THE CHICAGO MILLWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED DATED MAY 31, 1907, AND RECORDED IN BOOK 16 OF DEEDS, PAGE 222, AS THEREIN LOCATED ACROSS SAID LAND;

AND EXCEPT A TRACT OF LAND CONVEYED TO THE UNITED STATE OF AMERICA BY DEED RECORDED SEPTEMBER 16, 1931, IN BOOK 49 OF DEEDS, PAGE 549, UNDER AUDITOR'S FILE NUMBER 106652, AS FOLLOWS:

A TRACT OF LAND WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 17 EAST, W. M., IN COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, WHICH POINT IS SOUTH 37°38'00" WEST, 3,348.0 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE NORTH 03°40'00" EAST, 398.0 FEET;

THENCE NORTH 86°20'00" WEST, 198.6 FEET;

THENCE SOUTH 12°20'00" WEST, 275.0 FEET;

THENCE SOUTH 32°03'00" EAST, 173.0 FEET;

THENCE SOUTH 88°43'00" EAST, 126.1 FEET TO THE POINT OF BEGINNING;

AND EXCEPT STRIPS OF LAND OF VARIOUS WIDTHS ACROSS SECTION 20, CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY, BY DEEDS RECORDED IN BOOK 47 OF DEEDS, PAGE 28; BOOK 49 OF DEEDS, PAGE 60; BOOK 49 OF DEEDS, PAGE 385; BOOK 61 OF DEEDS, PAGE 231; BOOK 80 OF DEEDS, PAGE 462; AND BOOK 92 OF DEEDS, PAGES 107 AND 109



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Protect and promote the health and the environment of Kittitas County, WA
Kittitas County CDS

10/07/2010 11:35:37 AM
\$63.00
Covenants SWAUK VALLEY RANCH
Kittitas County Auditor

201010070003
Page 1 of 2

Return Address:



Name: SWAUK VALLEY RANCH, LLC Address P.O. Box 24567 SEATTLE St WA Zipcode 98124

DECLARATION OF COVENANT

I (we) the undersigned, owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Kittitas County, State of Washington; to wit:

SECTION 19 / TOWNSHIP 17 / RANGE 17000 , PARCEL 717724
KITTITAS COUNTY, CLC ELUM, WASHINGTON

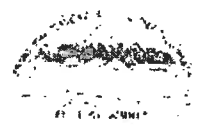
on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, at:

SECTION 19 / TOWNSHIP 17 / RANGE 17000 , PARCEL 717724
KITTITAS COUNTY, CLC ELUM, WASHINGTON

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for the public consumption, any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.



These covenants shall run with the land and shall be binding to all parties having or acquiring any right title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand _____ this 20th day of SEPT, 2010.

SWANK Valley Ranch, LLC (Seal)

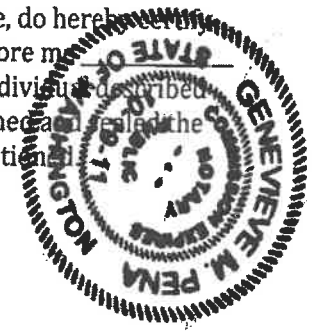
[Signature] (Seal)
Grantor (s) DEAN C ALLEN ITS GENERAL MANAGER

State of Washington)

County of KING)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20th day of SEPT, 2010, personally appeared before me DEAN C ALLEN to me known to be the individual described in and who executed the within instrument and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Genevieve M. Pena
Notary Public in and for the State of Washington, residing at RENTON

My Commission Expires: 10-19-11

Auditor File Number:

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