



201008230270

Skagit County Auditor

8/23/2010 Page 1 of 3 3:38PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: PAULSON, BRADLEY & MARJORIE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW¼ 17-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P25762/340417-0-152-0011

ACCOMMODATION RECORDING ONLY

m 5481

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BRADLEY R. PAULSON and MARJORIE A. PAULSON, husband and wife**, ("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" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally described as the West 10 feet of the South 70 feet of the North 200 feet. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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.

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

UG Electric 11/1998
NW 17-34-4
76296/105062470

No monetary consideration paid

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 12TH day of August, 2010.

GRANTOR:
BY: *Bradley R. Paulson*
BRADLEY R. PAULSON

BY: *Marjorie A. Paulson*
MARJORIE A. PAULSON

CONSENT BY LESSEE: WHIDBEY ISLAND BANK

BY: *[Signature]*
Title: *President's CEO*

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 28 2010

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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 12 day of August, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRADLEY R. PAULSON** and **MARJORIE A. PAULSON**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as cc free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Kay F. Springer
(Signature of Notary)

KAY F. SPRINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at *Anacortes*
My Appointment Expires: *12-30-2013*

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 13th day of August, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN L. WEAVER, to me known to be the person who signed as PRESIDENT & CEO of **WHIDBEY ISLAND BANK**, the corporation 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 **WHIDBEY ISLAND BANK**, for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said **WHIDBEY ISLAND BANK**.

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



Shelly L. Angus
(Signature of Notary)

SHELLEY L. ANGUS
(Print or stamp name of Notary)

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

My Appointment Expires: *11-11-2010*



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Exhibit "A"

That portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 780 feet East and 30 feet North of the Southwest corner of said subdivision said point being the intersection of the Southerly extension of the East line of Urban Avenue as conveyed to the City of Mount Vernon by Deed recorded under Auditor's file No. 567036 and the North line of the Clear Lake and Woolley Road (now College Way) as shown on the "PLAT OF MOUNT VERNON ACREAGE", according to the Plat recorded in Volume 3 of Plats, page 102; thence North along the East line of Urban Avenue and its Southerly extension, a distance of 416.84 feet; thence East parallel with the North line of College Way, a distance of 209 feet; thence South 50 feet to a point on the North line of College Way, which is 209 feet East of the point of beginning; thence West along said North line to the true point of beginning.

EXCEPT the West 10 feet of the South 10 feet thereof conveyed to the City of Mount Vernon by deed recorded under Auditor's File No. 460430.

ALSO EXCEPT that portion conveyed to the State of Washington by deed recorded November 12, 1991 under Auditor's File No. 9111120035.

AND ALSO EXCEPT the following described tract:

All that portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Commencing at a point 780 feet East and 30 feet North of the Southwest corner of said subdivision, said point being the intersection of the Southerly extension of The East line of Urban Avenue as conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 567036 and the North line of the Clear Lake and Woolley Road (now College Way) as shown on the "PLAT OF MOUNT VERNON ACREAGE", according to the plat recorded in Volume 3 of Plats, page 102; thence North $00^{\circ}54'10''$ West along said Southerly extension, 32.50 feet to the Northwest corner of that certain tract of land conveyed to the State of Washington by Deed recorded November 12, 1991 under Auditor's File No. 9111120035, said point being the TRUE POINT OF BEGINNING; thence continuing North $00^{\circ}54'10''$ West along said Southerly extension, 208.61 feet; thence South $19^{\circ}37'00''$ East, 75.02 feet to the beginning of a curve to the right, said curve having a radius of 270.00 feet; thence Southerly along said curve to the right through a central angle of $15^{\circ}00'00''$, an arc distance of 70.69 feet to the end of said curve; thence South $04^{\circ}37'00''$ East, 21.42 feet; thence South $06^{\circ}54'26''$ East, 43.77 feet; thence South $42^{\circ}12'25''$ East, 29.87 feet to the North line of said State of Washington tract; thence North $89^{\circ}37'00''$ West along said North line, 24.94 feet to an angle point thereon; thence North $65^{\circ}25'16''$ West along said North line, 42.68 feet to the TRUE POINT OF BEGINNING;

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

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