

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



Skagit County Auditor
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\$74.00

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98223

20133210
AUG 12 2013

Amount Paid \$ 13.⁹⁰
Skagit Co. Treasurer
By *Cham* Deputy

EASEMENT

REFERENCE #: 101080143
GRANTOR: Rodney Lee Wise
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SE¼, S12, T35N, R5E (part of)
ASSESSOR'S PROPERTY TAX PARCEL: P36232/350412-0-007-0103

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **Rodney Lee Wise**, as his separate property ("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 **SKAGIT** County, Washington:

That portion of the Southeast Quarter of the Southeast Quarter of Section 12, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 12; Thence South 88°44' West along the South line of said Section 12, 320.32 feet; Thence North 1°16' West, 20 feet to a point on the Northerly right of way line of the county road known as Bassett Road, said point being the True Point of beginning; Thence East along the North line of Bassett Road to the West line of State Highway 9; Thence Northerly along said West line, 123.5 feet, more or less, to the South line of that certain private driveway known as Loch-Haven Drive as presently located; Thence Westerly along said South line to a point which bears North 11°58'45" West, a distance of 204.76 feet from the True Point of Beginning; Thence South 11°58'45" East, 204.76 feet to the True Point of Beginning.

Situate in the County of Skagit, State of Washington.

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, extended or relocated lying within the above described parcel – generally located as shown on Exhibit "A" as hereto attached and by reference incorporated herein.

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

