

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
P. O. Box 97034 - EST-06E
Bellevue, WA 98009-9942



Skagit County Auditor \$73.00
9/16/2014 Page 1 of 2 11:38AM

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**
2014 3424
SEP 16 2014

Amount Paid \$56.55 **EASEMENT**
By *name* Skagit Co. Treasurer
Deputy

REFERENCE #:
GRANTOR: LARRY D. SATTERLEE AND ELISABETH L. SATTERLEE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn Nw 1/4 of Ne 1/4 & Ptn of E 1/2 of Nw 1/4 22-35N-3E
ASSESSOR'S PROPERTY TAX PARCEL: P34688

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, Larry D. Satterlee and Elisabeth L. Satterlee, 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:

TRACT "A" OF SKAGIT COUNTY SHORT PLAT NO. 46-75, APPROVED OCTOBER 28, 1975, RECORDED OCTOBER 29, 1975, IN VOLUME 1 OF SHORT PLATS, PAGE 76, UNDER AUDITOR'S FILE NO. 825510, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. (BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 EAST, W. M., IN SKAGIT COUNTY, WASHINGTON.)

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 EAST, W. M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST QUARTER OF SAID TRACT "A" OF SKAGIT COUNTY SHORT PLAT NO. 46-75, RECORDED UNDER AUDITOR'S FILE NO. 825510, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 89°51'45" WEST ALONG THE SOUTH LINE OF ALLEN WEST ROAD, A DISTANCE OF 60 FEET;
THENCE SOUTH 03°07' WEST 242 FEET;
THENCE SOUTH 89°51'45" EAST 60 FEET TO THE WEST LINE OF SAID TRACT "A";
THENCE NORTH 03°07' EAST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.**

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:
Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

THE NORTH 10 FEET OF THE REAL PROPERTY DESCRIBED HEREIN, ADJACENT TO AND PARALLEL WITH ALLEN WEST ROAD.

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:

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. *Grantee shall, to the extent reasonably practicable, repair or compensate Grantor for any damage to Grantor's existing drain field, which a portion lies within the above described easement area caused by Grantee's exercise of the rights granted herein.*

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. **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.

4. **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.

5. **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.

6. **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 22nd day of August, 2014.

GRANTOR:

BY: Larry D. Satterlee
Larry D. Satterlee

BY: Elisabeth L. Satterlee
Elisabeth L. Satterlee

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 22nd day of August, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry D. Satterlee and Elisabeth L. Satterlee, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their 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.



B. Petri
(Signature of Notary)

Bryan Petri
(Print or stamp name of Notary)

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

My Appointment Expires: 6-10-2016

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

