



**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

SEP 25 2014

RETURN ADDRESS:

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

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

UTILITY EASEMENT

GRANTOR: **SKAGIT COUNTY**, a political subdivision of the State of Washington
GRANTEE: **PUGET SOUND ENERGY, INC.**, a Washington corporation
ABBREVIATED LEGAL: **A STRIP OF LAND 10 FT IN WIDTH LYING WITHIN A PTN OF THE
SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4 of 8-35-5**
ASSESSOR'S PROPERTY TAX PARCEL: **P38653 (XrefID: 350508-0-001-0005)**

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **SKAGIT COUNTY**, a political subdivision of the State of Washington ("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:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 E.W.M. LYING EASTERLY OF THAT CERTAIN "CAMPUS SITE" AS SET OUT ON SURVEY DATED OCTOBER 30, 1990 AND RECORDED ON NOVEMBER 13, 1990 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 9011130061 AND WESTERLY OF HELMICK ROAD.

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, to be 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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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 (herein "Grantee's systems").

Following the initial construction of all or a portion of Grantee's 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 fully compensate and reimburse 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 which may unreasonably interfere with Grantee's systems. 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 which may unreasonably interfere with Grantee's systems.

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 which may unreasonably interfere with Grantee's systems located within the Easement Area and Grantor shall do no blasting within three hundred (300) feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to save, defend, indemnify and hold Grantor (including Grantor's elected officials, officers, agents, and employees) harmless from and against any liability and damages 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.

7. **Governing Law; Venue.** This Easement agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement agreement shall be in Skagit County, State of Washington.

GRANTEE:

Dated this 11th day of September, 2014.

PUGET SOUND ENERGY, INC. a Washington corporation

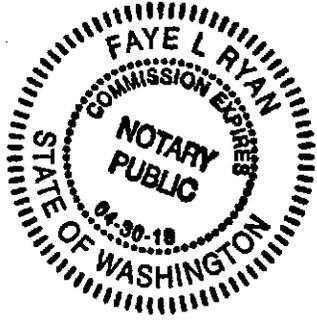
By: [Signature]
Print name: PATRICIA SWEERINGER
Title: SUPERVISOR - REAL ESTATE NORTH

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Pat Sweeringer, as the Supervisor - Real Estate No of Puget Sound Energy, Inc., a Washington corporation, is the person who appeared before me, and said person acknowledged that he/she was duly authorized to execute this instrument, and on oath stated that he/she executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 11th day of September, 2014.

(SEAL)



Notary Public [Signature]
Print name: Faye L. Ryan
Residing at: Stanwood WA
My commission expires: 4-30-18



GRANTOR:

DATED this 22 day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Bon Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Ginda Hansen

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

B. Beer

Department Head

County Administrator

Approved as to form:

[Signature] 9/12/14
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

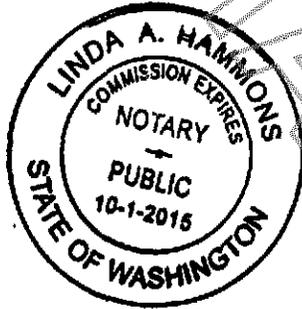


STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Sharon D. Dillon is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 22 day of September, 2014.

(SEAL)



Linda Hammons
Notary Public
print name: Linda Hammons
Residing at Skagit County, WA
My commission expires _____



201409250090

Skagit County Auditor

\$77.00

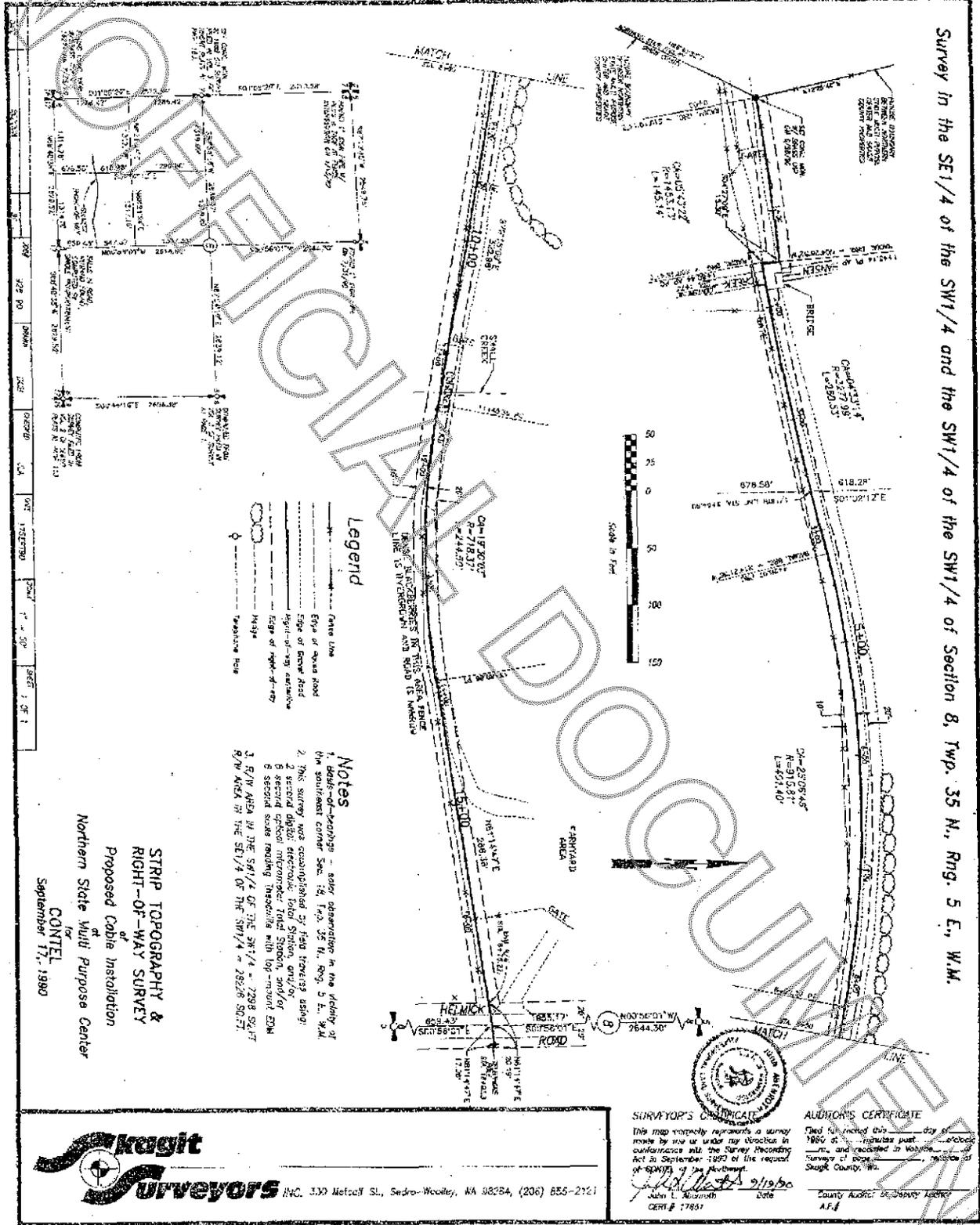
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6 3:54PM

"EXHIBIT A"

Survey in the SE1/4 of the SW1/4 and the SW1/4 of the SW1/4 of Section 8, Twp. 35 N., Rng. 5 E., W.M.



Legend

- Fence Line
- Edge of Open Road
- Edge of Grove Road
- Edge of Open Area
- Edge of Right-of-Way
- Right-of-Way
- Proposed Road

Notes

1. About-of- bearings - same observations in the vicinity of the southeast corner Sec. 18, Twp. 35 N., Rng. 5 E., W.M.
2. This survey was accomplished by first traversing using a second digital theodolite Total Station and/or a second team reading theodolite with top-mounted EDM.
3. R/W AREA IN THE SW1/4 OF THE SW1/4 - 7298 SQ.FT.
4. R/W AREA IN THE SE1/4 OF THE SW1/4 - 28226 SQ.FT.

STRIP TOPOGRAPHY &
RIGHT-OF-WAY SURVEY
Proposed Cable Installation
at
Northern State Multi Purpose Center
for
CONTEL
September 17, 1980

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in accordance with the Surveying and Mapping Act of September 1980 in the request of [Name] of the [Jurisdiction].
John L. Alworth 9/19/80
John L. Alworth Date
CERT # 17851

AUDITOR'S CERTIFICATE
Filed & recorded this [] day of [] 1980 in [] County, Washington, in accordance with the provisions of the Surveying and Mapping Act of September 1980.
County Auditor [Name] A.F.# []

Skagit Surveyors INC. 330 Metcalf St., Sedro-Woolley, WA 98284, (206) 855-2121

