



201411180060

Skagit County Auditor

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**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98253

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

*Easement*  
NOV 18 2014



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

**CHICAGO TITLE**  
**620622320**

**EASEMENT**

GRANTOR (Owner):

WATSON PROPERTIES, A LIMITED PARTNERSHIP

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Lots 28 &amp; 29 of HERITAGE SQUARE and Lot 2 MIRA VISTA

ASSESSOR'S PROPERTY TAX PARCEL: P81470/448-000-028-0006 and P83258/4479-000-002-0002 and  
*No consideration* **4440** P81471/4400-000-029-0005

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WATSON PROPERTIES, a limited partnership**, ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) Skagit County, Washington:

**Parcel A:**

Lots 28 and 29, HERITAGE SQUARE, according to the plat thereof, recorded in Volume 12 of Plats, pages 65 and 66, records of Skagit County, Washington.

**Parcel B:**

Lot 2, MIRA VISTA, INC., according to the plat thereof, recorded in Volume 14 of Plats, page 16, records of Skagit County, Washington.

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

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) as described and shown on EXHIBIT "A" and EXHIBIT "B" as hereto attached and by reference incorporated herein.

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**4. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 14 day of November, 2014.

OWNER:

**WATSON PROPERTIES, A LIMITED PARTNERSHIP**

BY [Signature]  
**BY MOUNTAIN GLEN MANAGEMENT LLC, General Partner of  
WATSON PROPERTIES, A LIMITED PARTNERSHIP**

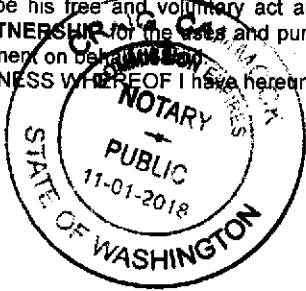
[Signature], Member of MOUNTAIN GLEN MANAGEMENT LLC

STATE OF WASHINGTON )

COUNTY OF ) SS

On this 14 day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bred Watson to me known to be the person(s) who signed as member, of **MOUNTAIN GLEN MANAGEMENT LLC, General Partner of WATSON PROPERTIES, A LIMITED PARTNERSHIP**, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **WATSON PROPERTIES, A LIMITED PARTNERSHIP** for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of **WATSON PROPERTIES, A LIMITED PARTNERSHIP**.

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



(Signature of Notary)

**CRAIG CAMMOCK**

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Washington, residing at Mount Vernon WA  
My Appointment Expires: 11-1-2018

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



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EXHIBIT "A"

MOUNTAIN GLEN EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND OF VARYING WIDTH, LYING WITHIN LOT 2 OF MIRA VISTA AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AFN 8512300041 AND LOTS 28 AND 29 OF HERITAGE SQUARE, AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AFN 7905240020, ALL BEING WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH  $88^{\circ}13'15''$  EAST, ALONG THE NORTH LINE THEREOF, 390.65 TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}15'52''$ , A DISTANCE OF 31.16 FEET; THENCE SOUTH  $01^{\circ}02'37''$  WEST, ALONG THE WESTERLY MARGIN OF 20<sup>TH</sup> STREET 43.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 238.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $33^{\circ}02'16''$  A DISTANCE OF 137.24 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 166.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $19^{\circ}26'46''$  A DISTANCE OF 56.34 FEET; THENCE, LEAVING SAID MARGIN, NORTH  $88^{\circ}59'33''$  WEST 10.31 FEET, TO A POINT ON A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 156.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH  $76^{\circ}33'53''$  EAST; THENCE NORTHERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $18^{\circ}33'32''$  A DISTANCE OF 50.53 FEET, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 248.00 FEET; THENCE CLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $33^{\circ}02'17''$  A DISTANCE OF 143.00 FEET; THENCE NORTH  $01^{\circ}02'37''$  EAST 43.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 10.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ}15'52''$ , FOR A DISTANCE OF 15.58 FEET; THENCE NORTH  $88^{\circ}13'15''$  WEST 75.43 FEET; THENCE SOUTH  $01^{\circ}46'45''$  EAST 5.50 FEET; THENCE NORTH  $88^{\circ}13'15''$  WEST 315.00 FEET TO THE WESTERLY BOUNDARY OF THE AFOREMENTIONED LOT 2; THENCE NORTH  $00^{\circ}57'17''$  EAST, ALONG SAID BOUNDARY, 15.50 FEET TO THE POINT OF BEGINNING.



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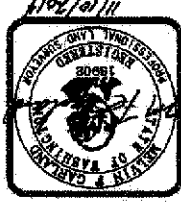
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APEX JOB NO: 32786		DATE 11/08/2014	CHECKED BY: MFG	SCALE: 1"=50'
DRAWN BY: SJM		DWG: 32786		
<b>ELECTRIC POWER EASEMENT</b>				



**Apex Engineering**  
 2801 South 36th, Suite 200  
 Tacoma, Washington 98409-7470  
 (253) 473-4494 FAX: (253) 473-0593  
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