



201412310135

WHEN RECORDED RETURN TO:

Skagit County Auditor \$74.00
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Puget Sound Energy
P.O. Box 97034/MS PSE 10S
Bellevue, WA 98009-9734

GUARDIAN NORTHWEST TITLE CO

DOCUMENT TITLE(S):

Permit for Limited Use of Operating Property Permit No. 20-35-05-1123

108636-3

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

Puget Sound Energy, Inc., a Washington corporation

GRANTEE:

Patricia Boettcher, Timothy Boettcher and Amy Boettcher

ABBREVIATED LEGAL DESCRIPTION:

Portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17 and of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, both in Township 35 North, Range 5 East, W.M.

TAX PARCEL NUMBER(S):

P39269, P40028

PERMIT FOR LIMITED USE OF OPERATING PROPERTY

PERMIT NO. 20-35-05-1123

THIS LIMITED USE PERMIT made this 31st day of December, 2014 by and between PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein) and PATRICIA BOETTCHER, TIMOTHY BOETTCHER, and AMY BOETTCHER ("Permittee" and/or "Permittees" herein).

PSE hereby grants permission to Permittees to use the following described real property (the "Property" herein) situated in Skagit County, Washington:

PARCEL A (P39269):

The East 522.5 feet of the South 46-1/2 rods of the Southwest Quarter of the Southwest Quarter of Section 17, Township 35 North, Range 5 East, W.M.

PARCEL B (P40028):

That portion of the East 522.5 feet of the Northwest Quarter of the Northwest Quarter of Section 20, Township 35 North, Range 5 East, W.M., lying Northerly of Hansen Creek;

TOGETHER WITH the existing bridge spanning Hansen Creek at the south end of Parcel B;

EXCEPT any portion thereof lying within the following described tract:

Beginning at a point along the East line of the Northwest Quarter of the Northwest Quarter of said Section 20, approximately 20 feet North of the centerline of Hansen Creek at the existing fence corner; THENCE Southwesterly along the existing fence line parallel to Hansen Creek approximately 165 feet to the fence corner; THENCE South 47° East along the existing fence line approximately 230 feet to the East line of the Northwest Quarter of the Northwest Quarter of said Section 20; THENCE North along the Quarter Section line approximately 205 feet to the point of beginning.

1. **Term.** Unless otherwise terminated pursuant to the terms hereof, the term of this Permit is 44 years beginning as of the date herein.
2. **Rent.** This Permit is granted for and in consideration of mutual benefits to be derived therefrom.
3. **Permittee's Use of Property is Limited to:**
Pedestrian access over the Property.
4. **Limitations on Use.** The Property is operating utility property of PSE and PSE may use same for the purposes of its utility business as fully as if this permit had not been given. Permittee shall not erect any building or structures of any kind on the Property, or use the Property for any purpose other than specified in paragraph 3 above. No blasting shall be done without PSE's prior written consent. Permittee shall comply with all laws and ordinances applicable to the Property and Permittee's use thereof, and shall keep the Property free from any and all liens which might arise as a result of Permittee's use and occupancy of the Property.
5. **Indemnity.** The Property is subject to the hazards incident to the construction, operation, and maintenance of utility facilities, wildlife habitat and forest/agricultural land management practices, and aquatic riparian habitat management practices. Permittee hereby agrees that PSE shall not be liable to Permittee for any damage, harm or injury suffered by Permittee on the Property or for any damage, harm or injury to crops or other property in the care, custody or control of Permittee. Permittee further agrees to save and hold PSE harmless from all claims for damages suffered by any person on the Property which directly arise as a result of Permittee's use of the Property.



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6. **Assignment, Termination.** This Permit may only be terminated if Permittee violates any term of this permit or if the permitted use is in conflict with the Aquatic Riparian Habitat Project as approved under Article 505 of the Baker Hydroelectric Project Settlement and situated on the Property, upon sixty (60) days' written notice given to Permittee in person or by mail.

7. **Restoration.** Upon termination of this permit, Permittee shall remove any facility or feature which Permittee has placed upon the Property and shall otherwise restore the Property to as good a condition as it was prior to the installation of said facility or feature on the Property.

8. **Bridge.** For the term of this permit, PSE shall maintain the existing bridge spanning Hansen Creek at the south end of Parcel B for pedestrian purposes. If said bridge is removed or becomes inoperative for pedestrian use, PSE shall provide a similar, alternative pedestrian access across Hansen Creek for use by Permittees located on the Property.

EXECUTED as of the date first above written.

ACCEPTED:

PATRICIA BOETTCHER

By:


Patricia Boettcher

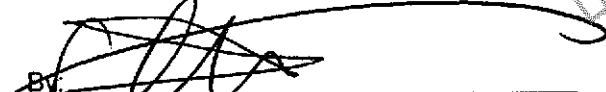
TIMOTHY BOETTCHER

By:


Timothy Boettcher


AMY BOETTCHER

By:


Amy Boettcher

PUGET SOUND ENERGY, INC.

By:


Real Estate Representative

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