

UNRECORDED



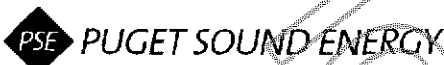
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Skagit County Auditor \$75.00
1/6/2015 Page 1 of 4 1:41PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

W. Siment
JAN 06 2015

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



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m4846

GRANTOR (Owner): LYLE WESEN and MERRILOU WESEN
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN: SE of S11, T35 N, R3E
ASSESSOR'S PROPERTY TAX PARCEL: 350311-3-005-0108/P34058

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LYLE WESEN and MERRILOU WESEN, husband and wife**, ("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) in **SKAGIT** County, Washington:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF:

Except as may be otherwise set forth herein PSE'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of PSE's facilities as now constructed, to be constructed, extended, or relocated, (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

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:

a. Overhead facilities. Poles 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; and

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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.

No monetary consideration paid

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. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 26th day of DECEMBER, 2014.

OWNER

BY: *Lyle Wesen*
LYLE WESEN

Merrilou Wesen
MERRILOU WESEN

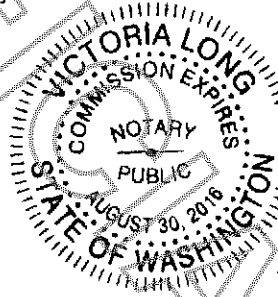
RW-090807/105076925
SE-11-35N-03E



STATE OF Washington)
) SS
COUNTY OF)

On this 26th day of December, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LYLE WESEN and MERRILOU WESEN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Victoria Long
(Signature of Notary)

Victoria Long
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington
residing at Skagit

My Appointment Expires: August 30, 2016

RW-090807/105076925
SE-11-35N-03E



EXHIBIT A

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1,876.2 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 747.5 FEET TO THE COUNTY ROAD;
THENCE NORTHWESTERLY FOLLOWING THE SOUTH LINE OF SAID COUNTY ROAD TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 11;
THENCE SOUTH 2,173.7 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SUBDIVISION AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE WORLINE COUNTY ROAD; THENCE SOUTH 01°18'03" WEST ALONG SAID WEST LINE, A DISTANCE OF 252.65 FEET;
THENCE SOUTH 88°41'57" EAST AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 212.96 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD;
THENCE NORTH 38°49'34" WEST ALONG THE SAID ROAD RIGHT OF WAY LINE, 330.43 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPT A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°21'23" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 336.06 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE WORLINE COUNTY ROAD;
THENCE SOUTH 03°07'40" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 86°52'20" WEST AT RIGHT ANGLES TO SAID RIGHT OF WAY LINE, A DISTANCE OF 148.93 FEET;
THENCE SOUTH 06°44'06" WEST, A DISTANCE OF 245.20 FEET TO POINT "A";
THENCE SOUTH 85°46'57" EAST, A DISTANCE OF 200.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

RW-090807/105076925
SE-11-35N-03E

