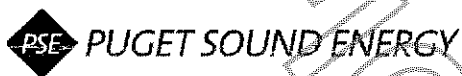




201501070023

Skagit County Auditor \$74.00
1/7/2015 Page 1 of 3 10:40AM

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



EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
201547
JAN 07 2015

GRANTOR (Owner): Gary A. Walter and Barbara J. Walter
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn. Lot 43 Blk B Cape Horn Div 2
ASSESSOR'S PROPERTY TAX PARCEL: 3869-002-043-0025

Amount Paid \$ 23.⁸⁶
Skagit Co. Treasurer
By *man* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **GARY A. WALTER AND BARBARA J. WALTER, 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.

LOT 43, BLOCK B, CAPE HORN ON THE SKAGIT, DIVISION NO. 2 ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN SKAGIT COUNTY, WASHINGTON

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:

Location 1:

A parcel of land six (6) feet by sixty (60) feet centered on PSE's facilities as now constructed or to be constructed (overhang) lying within the above described property, generally located along the northerly property line. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).

Location 2

A strip of land ten (10) feet in width and sixty (60) feet in length for PSE's facilities as now constructed, to be constructed, (guywire and anchor) extended, or relocated, generally located along the easterly property line of the above described property and being approximately fifty (50) feet in length (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.).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.

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 11 day of DECEMBER, 2014.

OWNER

BY: Gary A. Walter
Gary A. Walter

BY: Barbara J. Walter
Barbara J. Walter

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 11 day of December, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary A. Walter and Barbara J. Walter are the person(s) who appeared before me, and said person acknowledged that she 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.

Connie A Chapman
(Signature of Notary)

Connie A Chapman
(Print or stamp name of Notary)

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

My Appointment Expires: 5-1-2017

