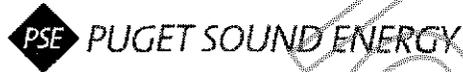




201501290065

Skagit County Auditor \$75.00
1/29/2015 Page 1 of 4 11:16AM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98223



EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015 264

JAN 29 2015

Amount Paid \$ 13.96
Skagit Co. Treasurer
By *Mh* Deputy

REFERENCE #: 101085570
GRANTOR: Daniel F. Erlendson
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SW¼, S18, T33N, R4E (part of)
ASSESSOR'S PROPERTY TAX PARCEL: P16780/330418-0-028-0005 (part of)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, Daniel F. Erlendson, as his separate property ("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:

That portion of Government Lot 4 in Section 18, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at a point 371.61 feet East and 1,803.3 feet North of the quarter post on the South side of said section; Thence West 1,060 feet; Thence South 822 feet; Thence West to the West line of the county road and the True point of Beginning; Thence West to the Skagit River; Thence Northwest along the bank of the Skagit River to a point on a line which is parallel with and 100 feet distance from the last above mentioned East and West course of description; Thence East along said parallel line to the West line of county road, as conveyed by deed recorded January 14, 1911, under Auditor's File No. 82688, records of Skagit County, Washington; Thence South along the West line of said county road to the True point of Beginning; Except Dike District No. 2 right of way, as condemned in Skagit County Superior Court by decree entered July 19, 1900, in Cause No. 2982. Situate in the 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) described as follows:

That portion of Grantor's property generally located as shown on Exhibit "A" 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:

- 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 8th day of January, 2015.

OWNER:

BY: Daniel F. Erlendson
Daniel F. Erlendson

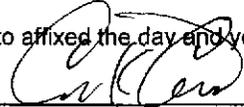
BY: _____



STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 8th day of January, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel F. Erlendson**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Snohomish, WA

My Appointment Expires: 10/9/15



Notary seal, text and signature must be inside 1" margins



201501290065

Skagit County Auditor

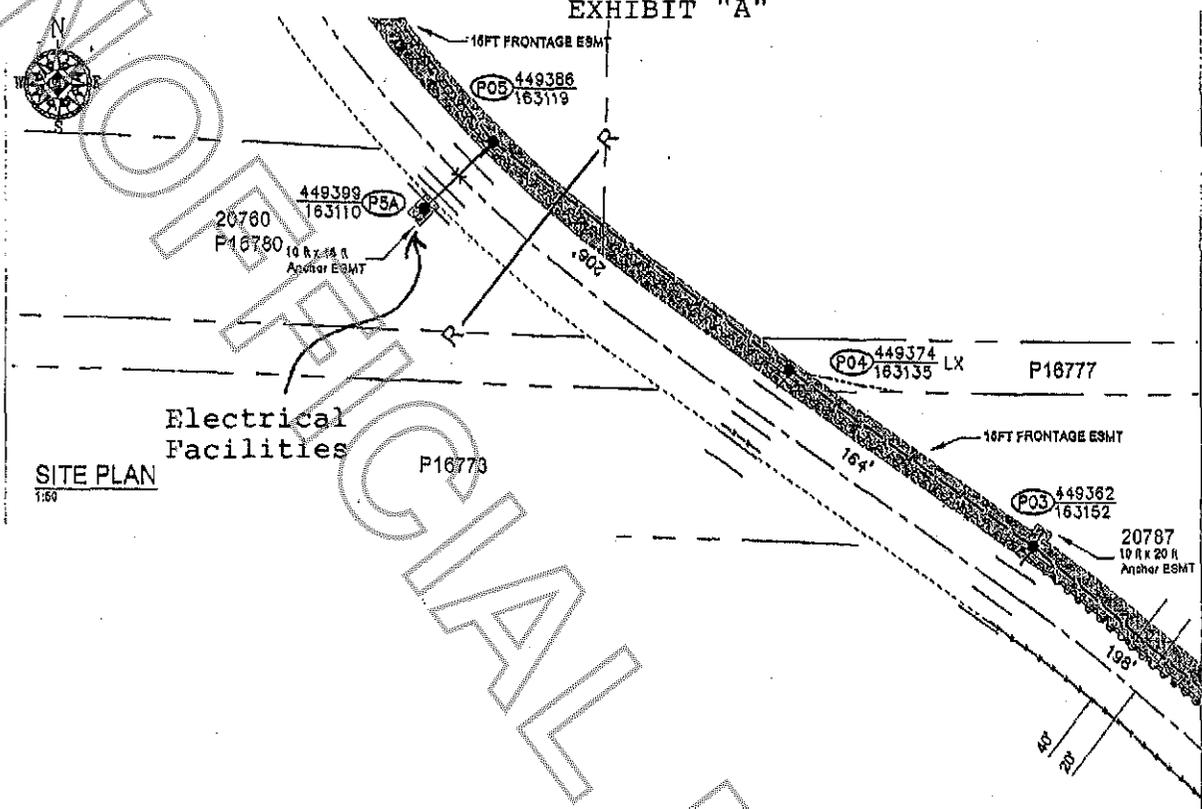
\$75.00

1/29/2015 Page

3 of

4 11:16AM

EXHIBIT "A"



Puget Sound Energy, Inc.

Township 33 North Range 4 East
Section 18: part of the SW 1/4
Name: Erlendson

Scale: 1" = 100'



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