

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



201502020113

Skagit County Auditor \$75.00
2/2/2015 Page 1 of 4 1:47PM

esement
FEB 02 2015

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

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

m 9850

GRANTOR (Owner): NORTHWEST PLUS CREDIT UNION
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN: Lots 13, 14, 15, 16 & 17 Knutzen's Addition in Vol 3 Pg 80 of Plats
ASSESSOR'S PROPERTY TAX PARCEL: P72733, 4089-006-017-004

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **NORTHWEST PLUS CREDIT UNION, a Washington corporation**, ("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 incorporated by reference.

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:

Easement 1

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

Easement 2

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. (NEW LOT C) SEE EXHIBIT "B" ATTACHED HERETO) (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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 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,

UG Elec Easement
RW-090624/105076276
S05-T34N-04E

No monetary consideration paid.

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 29 day of January, 2014.

OWNER/S:

**NORTHWEST PLUS CREDIT UNION, a
Washington Corporation**

BY: Doug Bennett, CEO

STATE OF WASHINGTON-)
COUNTY OF Skagit) SS

On this 29 day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Doug Bennett as CEO, to me known to be the person(s) who signed _____ of Northwest Plus Credit Union the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and the free and voluntary act and deed of Northwest Plus Credit Union for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said Northwest Plus Credit Union.

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



Casey R Fuller
(Signature of Notary)
CASEY R FULLER
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Estrella
My Appointment Expire 4.29.18

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RW-090624/105076278
S05-T34N-04E



EXHIBIT A

NEW LOT E

ALL THAT PORTION OF LOTS 13, 14, 15 AND 16, "KNUTZEN'S ADDITION TO THE CITY OF BURLINGTON" AS PER PLAT THEREOF RECORDED IN VOLUME 3, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W. M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13, THENCE SOUTH 88°29'51" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 123.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1°34'57" EAST, A DISTANCE OF 117.51 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°54'21", A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°30'42" EAST, A DISTANCE OF 112.04 FEET TO THE EAST LINE OF SAID BLOCK 6; THENCE NORTH 1°36'26" EAST, A DISTANCE OF 24.00 FEET; THENCE NORTH 88°30'42" WEST A DISTANCE OF 187.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°05'39", A DISTANCE OF 18.87 FEET TO A POINT ON THE WEST LINE OF LOT 16; THENCE SOUTH 1°34'57" WEST ALONG SAID WEST LINE A DISTANCE OF 36.02 FEET; THENCE SOUTH 88°30'42" EAST A DISTANCE OF 51.65 FEET; THENCE SOUTH 1°34'57" WEST A DISTANCE OF 129.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 13; THENCE SOUTH 88°29'51" EAST A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

NEW LOT C

LOT C OF BOUNDARY LINE ADJUSTMENT RECORDED AS AUDITOR'S FILE NO. 20110513099 BEING A PORTION OF LOTS 16 AND 17, BLOCK 6 OF "KNUTZEN'S ADDITION"

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



201502020113

Skagit County Auditor

\$75.00

2/2/2015 Page

3 of

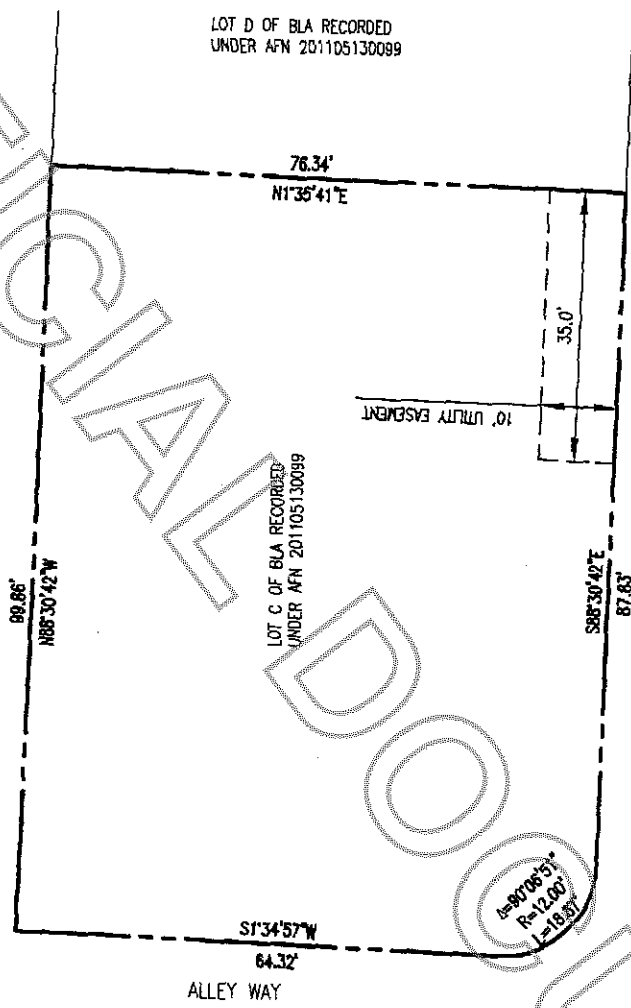
4

1:47PM

NW 1/4 SEC 5, TWN 34 N., RNG 4 E., W.M.

EXHIBIT "B"

LOT D OF BLA RECORDED
UNDER AFN 201105130099

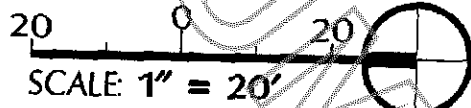


LOT C OF BLA RECORDED
UNDER AFN 201105130099

LOT E OF BLA RECORDED
UNDER AFN 201105130099

As=80°08'51"
R=12.00'
L=18.83'

ALLEY WAY



NORTH

Sound Development Group
 ENGINEERING, SURVEYING & LAND
 DEVELOPMENT SERVICES
 P.O. Box 1705-1111 Cleveland Avenue, Suite 202
 Mount Vernon, WA 98273
 Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION:

UTILITY EASEMENT
NW PLUS CREDIT UNION
BURLINGTON, WA

SCALE: 1"=20'
 DRAWN BY: MJS
 JOB NO. 14031
 DATE: 1-26-2015



201502020113