

Skagit County Auditor

\$73.00

2/11/2015 Page

1 of

m9853

2:30PM

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

PUGET SOUND ENERGY

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

PEB 11 2015

Amount Paid \$
Skagit Co. Treasurer
By Mum Deputy

**EASEMENT** 

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): GRANTEE (PSE): BAJEMA, SHELDON & MARY

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Lot 10, RANGHO SAN JUAN DEL MAR DIV € 9

ASSESSOR'S PROPERTY TAX PARCEL: P68415/3980-000-010-0006

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, SHELDON L. BAJEMA and MARY L. BAJEMA 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 10, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 9, according to the plat thereof, recorded in Volume 8 of Plats, pages 67 and 68, records of Skagit County, Washington.

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:

An Easement Area five (5) feet in width having two and one-half (2.3) feet of such width on each side of a centerline described as follows - the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property – generally described as beginning at the existing pole (said pole located near the southerly line of the above described Property); thence southerly, perpendicular to the southeasterly property line of the above described Property, 6 feet, more or less, to said southeasterly property line and the terminus of this centerline description.

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, and cables, <del>vaults, switches and transformers</del> for electricity; 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.

RW-090311/101090425 No monetary consideration paid SW 35-35-1 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.

the foregoing, the rights and obligations of the parties	shall be binding upon their respective successors and assigns.
DATED this day of	, 2014.
OWNER:	
BY: SHELDON L. BAJEMA	
BY: May L. Bayema	
MARY L. BAJEMA	
STATE OF WASHINGTON )	
) SS	
COUNTY OF SKAGIT	
On this 8th day of December	2014 Aufgran a Natara Bublic in and for the State of
	, 2014, before me, a Notary Public in and for the State of eared SHELDON L. BAJEMA and MARY L. BAJEMA, to me known to
be the individuals who executed the within and foregoing inst	trument, and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein me	entioned.
GIVEN UNDER my hand and official seal hereto a	ffixed the day and year in this certificate first above written.
CIR R. SNO	
AN SIGN EN	Catricia Marine
(5) (5) (5) (5) (5) (5) (5) (5) (6) (6) (6) (6) (6) (6) (6) (6) (6) (6	(Signature of Notary)
GIVEN UNDER my hand and official seal hereto at	HATRICIA & SNEERINGER
$\langle \phi_i \rangle \approx \langle \hat{z} \hat{\sigma}_i \rangle$	(Print or stamp name of Notary)
OT PROJECT OF STATE O	NOTARY PUBLIC in and for the State of Washington,
The state of the s	residing at MOUNT VER VICE MY Appointment Expires: 9/2/2017
	MIT A TOPO TITLE TO THE CO. TOPO TO THE CO. T.

Notary seal, text and all notations must not be placed within 1" margins



Skagit County Auditor 2/11/2015 Page

2 of

2 2:30PM

\$73.00