



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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Easement
FEB 11 2015



Amount Paid \$ -
Skagit Co. Treasurer
By *mam* Deputy
GUARDIAN NORTHWEST TITLE CO.
EASEMENT ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): RICHARD H. WARD and LINDA F. WARD TRUST
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 17 and Portion Lot 16 Rancho San Juan Del Mar Div.1
ASSESSOR'S PROPERTY TAX PARCEL: P68202/3972-000-017-0009

m4853

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **RICHARD H. WARD and LINDA F. WARD, trustees of the RICHARD H. WARD and LINDA F. WARD TRUST dated 12/29, 2003** ("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 17, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, according to the plat thereof, recorded in Volume 5 of Plats, records of Skagit County, Washington;
TOGETHER WITH that portion of Lot 16, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, according to the plat thereof, recorded in Volume 5 of Plats, records of Skagit County, Washington described as follows:

Beginning at the Southwest corner of said lot; thence North 57°42'00" East, along the South line of said Lot 16, a distance of 472.19 feet, more or less, to a point on the Westerly right-of-way line of Marine Drive; thence Northwesterly, along said Westerly right-of-way line, through an arc distance of 62.50 feet, more or less, to a point which bears North 50°26'00" East from the Point of Beginning; thence South 50°26'00" West a distance of 486.34 feet, more or less, to the Point of Beginning.

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 feet (2.5) 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 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 electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers 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.

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. **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 except that work necessary to maintain the existing drainage facilities or construct or maintain any buildings or structures on the Easement Area. 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 27th day of JANUARY, 2014⁵

OWNER:

RICHARD H. WARD and LINDA F. WARD TRUST dated 12/29, 2003

BY:

Richard H. Ward TTE
RICHARD H. WARD, trustee

BY:

Linda F. Ward TTE
LINDA F. WARD, trustee

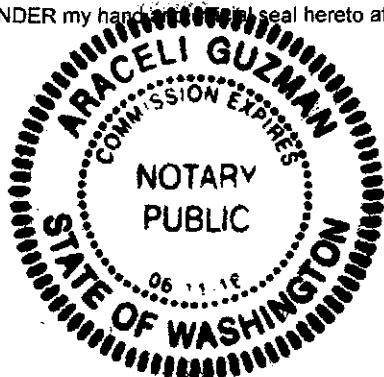
STATE OF WASHINGTON)

) SS

COUNTY OF)

On this 27 day of JANUARY, 2014⁵, before me personally appeared **RICHARD H. WARD and LINDA F. WARD**, to me known to be the Trustee(s) of the **RICHARD H. WARD and LINDA F. WARD TRUST dated 12/29, 2003** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instruments.

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



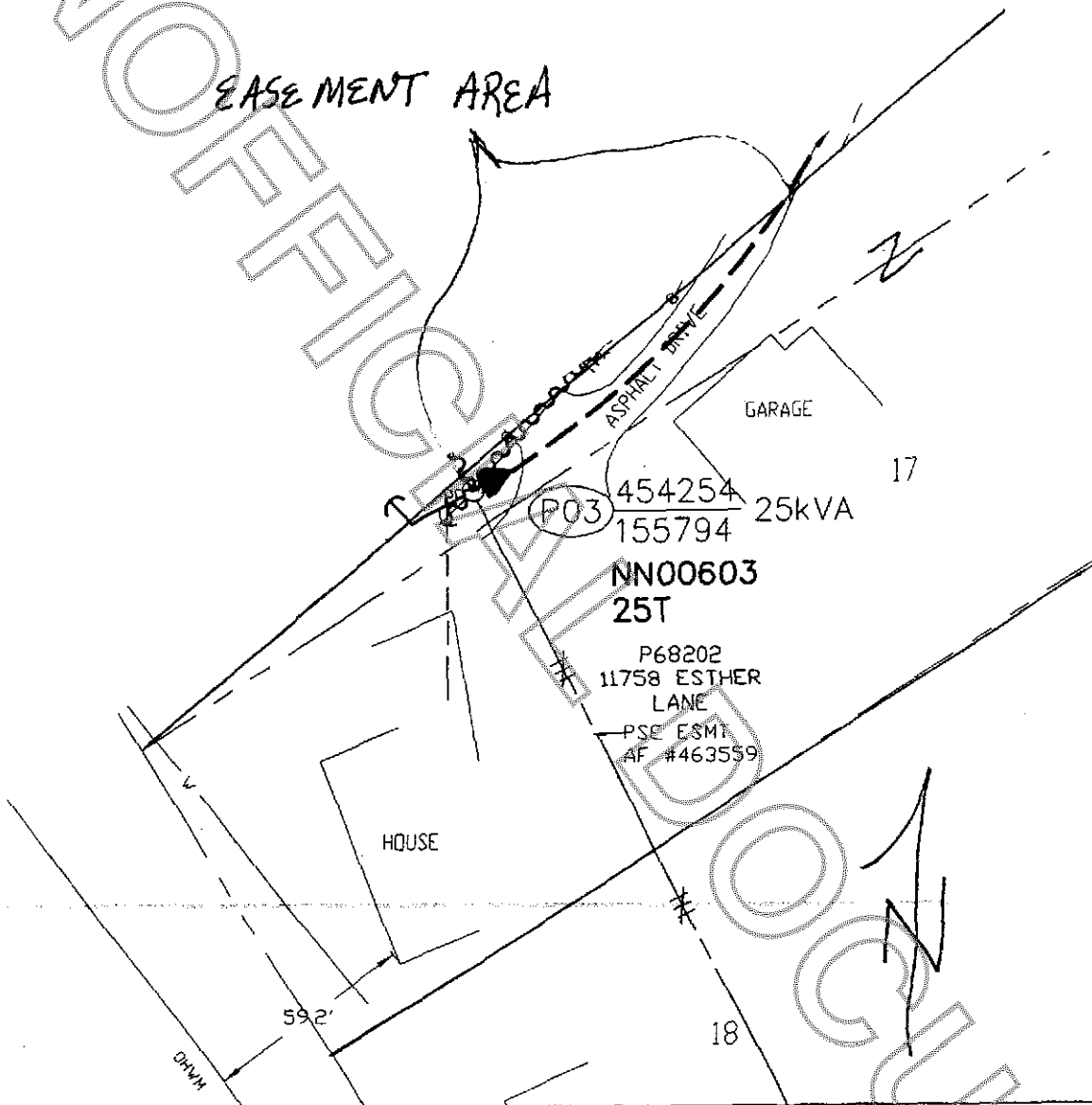
Araceli Guzman
(Signature of Notary)

Araceli Guzman
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Vancouver
My Appointment Expires: 06/11/2016



EXHIBIT "A"



Situate in County of Skagit, State of Washington.



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Skagit County Auditor

\$74.00

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