



201503120030

Skagit County Auditor \$74.00
3/12/2015 Page 1 of 3 1:52PM



201501260102

Skagit County Auditor \$73.00
1/26/2015 Page 1 of 2 2:17PM

RETURN ADDRESS:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
JAN 26 2015

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



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

RE-RECORDED TO ADD EXHIBIT "A"

M9849

GRANTOR (Owner): **NELSON, THOMAS & SHELLEY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion Lot 24, McKenna & Elliott 2nd Add to Bay View
and portion NW 1/4 SW 1/4 of 29-35-3**
ASSESSOR'S PROPERTY TAX PARCEL: **P111548/4071-024-000-0100**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **THOMAS C. NELSON and SHELLEY W. NELSON, 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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 ten (10) feet in width having five (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

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.

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.

No monetary consideration paid

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 14 day of Jan, 2015.

OWNER:

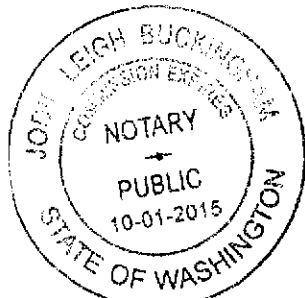
BY: Thomas C. Nelson
THOMAS C. NELSON

BY: Shelley W. Nelson
SHELLEY W. NELSON

STATE OF WASHINGTON)
COUNTY OF 14) SS

On this 14 day of Jan, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THOMAS C. NELSON and SHELLEY W. NELSON**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



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

Jodie Buckingham
(Signature of Notary)

Jodie L. Buckingham
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Appointment Expires: 10-01-2015



EXHIBIT "A"

That portion of the Northwest Quarter of the Southwest Quarter of Section 29, Township 35 North, Range 3 E.W.M., lying North of Lot 24, PLAT OF MCKENNA and ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, according to the plat thereof recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington AND West of the East line of said tract:

TOGETHER WITH the North 70 feet of Lot 24, PLAT OF MCKENNA and ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, according to the plat thereof recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington;

AND ALSO TOGETHER WITH that portion of Lot 24, PLAT OF MCKENNA and ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, according to the plat thereof recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington, described as follows:

Beginning at the Southwest Corner of Lot 24, PLAT OF MCKENNA and ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, according to the plat thereof recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington; thence Easterly along the South line of said Lot 24, 185 feet; thence Northeasterly to a point 70 feet South and 301 feet West of the Northeast Corner of said Lot 24; thence Westerly parallel to the North line of said Lot 24 to the West line of said Lot 24; thence Southerly along the West line of said Lot 24 to the Point of Beginning of this description.

Situate in County of Skagit, State of Washington.