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Skagit County Auditor

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5/15/2015 Page

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3 3:04PM

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

PSE **PUGET SOUND ENERGY** **EASEMENT**

REFERENCE #: 101085570
GRANTOR: Stephen M. Smith
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SE¼, S1, T33N, R3E and SW¼, S6 T33N R4E (part of)
ASSESSOR'S PROPERTY TAX PARCEL: P118665/330301-0-016-0100 and P16420/330406-0-009-0002 (part of)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **Stephen M. Smith, 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 9, Section 1, Township 33 North, Range 3 East, W.M., lying Easterly of the Easterly right of way line of the County Road (the Easterly right of way for this description is based upon a line 30 feet perpendicular to the as-built centerline of Dike Road, as shown on that certain unrecorded survey performed by Rader and Leonard & Associates, Inc. in 1973 for Danard Construction) and Southeasterly of the following described line: Commencing at the Northeast corner of said Government Lot 9, Section 1, Township 33 North, Range 3 East, W.M. (East quarter corner); Thence South 0°09'57" East along the East line of said Government Lot 9, 334.06 feet to the beginning of said line description; Thence South 60°12'51" West, 116.62 feet, more or less, to the Easterly margin of said County Road (Dike Road) and being the terminus of said line;

Together with Government Lot 6, Section 6, Township 33 North, Range 4 East, W.M.;
Except the South 330 feet thereof; and, Except the dike, ditch and county road right of way.

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:

The West 15 feet of the above described property coincident with the East margin of Dike Road. Also, the right to extend and establish pole anchor(s) on Grantor's property adjacent thereto.

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.

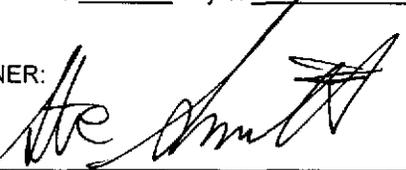
5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures 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 30th day of April, 2015.

OWNER:
BY: 
Stephen M. Smith

BY: _____

2015 1729
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 15 2015

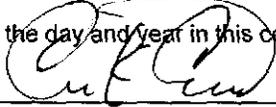
Amount Paid \$ 58
Skagit Co. Treasurer
By  Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 30th day of April, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Stephen M. Smith**, 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 all notations must be inside 1" margins

UNOFFICIAL DOCUMENT