



201507060148

Skagit County Auditor

7/6/2015 Page

1 of

2 3:22PM \$73.00

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
JUL 06 2015

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

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



**EASEMENT**

GRANTOR (Owner): **KERRY T. DEAN**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN: Tract 27 Big Lake Waterfront Tracts**  
ASSESSOR'S PROPERTY TAX PARCEL: **3862-000-027-0000**

GUARDIAN NORTHWEST TITLE CO.

*M9877*

**ACCOMMODATION RECORDING ONLY**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **KERRY T. DEAN, a married person as his separate estate**, ("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:

**TRACT 27, BIG LAKE WATER FRONT TRACTS, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 4 OF PLATS PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN SKAGIT COUNTY, 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 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to be constructed, extended or relocated lying within the above described property.** (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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:

**Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; transformers, street lights, 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

OH Electric  
RW-092699/101094396  
SW S36 T34N R4E

*No monetary consideration paid*

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 15<sup>th</sup> day of JUNE, 2015.

OWNER:

BY: Kerry T. Dean  
Kerry T. Dean

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 15<sup>th</sup> day of June, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kerry T. Dean to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public  
State of Washington  
ELISSA J MCBEE  
My Appointment Expires Mar 29, 2018

Elissa J McBee  
(Signature of Notary)  
Elissa J McBee  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at 3400 Woodley  
My Appointment Expires: March 29, 2018

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

OH Electric  
RW-092699/101094396  
SW S36 T34N R4E