



201507210035

Puget Sound Energy, Inc.
Attention: R/W Department
1660 Park Lane
Burlington, WA 98233
D. Broyles

Skagit County Auditor

\$75.00

7/21/2015 Page

1 of

4 10:10AM



PUGET SOUND ENERGY

EASEMENT

REFERENCE #:

GRANTOR (Owner): **HUND, SINCLAIR K. and ERMA L.**

GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN GL 1, SEC 18, T 35 N, R 05 E, W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: **P39319 & P39320**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Sinclair K. Hund and Erma L. Hund** ("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 ~~King~~ **Skagit** County, Washington:

THE SOUTH 165 FEET OF THE NORTH 315 FEET OF THE NORTH ONE THIRD OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.,

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE NORTH ONE THIRD OF THE GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.W., LESS ONE HALF OF COUNTY ROAD ALONG THE WEST LINE THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE THEREOF, 150 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG WEST LINE THEREOF, 125 FEET; THENCE EAST 346 FEET; THENCE NORTH 125 FEET; THENCE WEST 346 FEET, TO THE POINT OF BEGINNING; ALSO,

EXCEPT STATE HIGHWAY 9 ALONG THE WEST BOUNDARY THEREOF.

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 WESTERLY 15 FEET OF THE ABOVE DESCRIBED PROPERTY COINCIDENT WITH THE EASTERLY MARGIN OF SR 9.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.

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; 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.

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 Cleaning 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

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 6th day of July, 2015.

20152876
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 21 2015

Amount Paid \$ 18⁹⁰
Skagit Co. Treasurer
By WTF Deputy

OWNER:

By:

Sinclair K. Hund
SINCLAIR K. HUND

By:

Erma L. Hund
ERMA L. HUND

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 6th day of July, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Sinclair K. Hund and Erma L. Hund**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as 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.



Notary seal, text and all notary text to be inside 1" margins

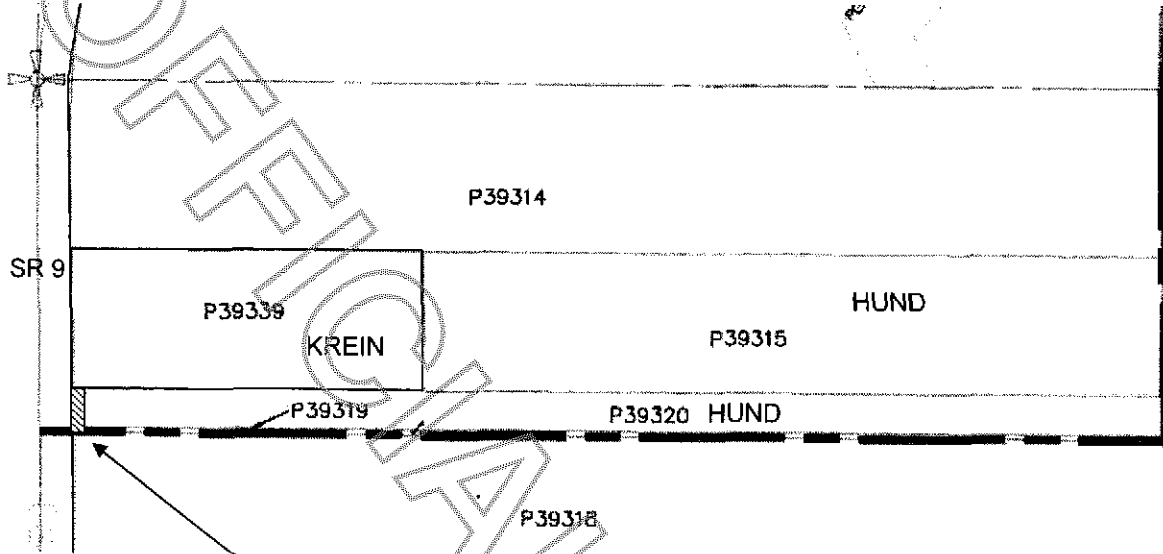
[Signature]
(Signature of Notary)

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

EXHIBIT "A"



Proposed 15 foot
wide Puget Sound
Energy easement