



201507300063

Skagit County Auditor

\$76.00

RETURN ADDRESS:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

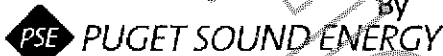
7/30/2015 Page

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5 2:14PM

easement
JUL 30 2015

Amount Paid \$ ✓
Skagit Co. Treasurer
By *mem* Deputy

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

*m4884***REFERENCE #:**

GRANTOR (Owner):

SHARON BEVER

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Lt 1, SP No. PL 14-0036, Recording 201409090049

ASSESSOR'S PROPERTY TAX PARCEL: P51130

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SHARON BEVER** ("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" ATTACHED AND MADE A PART OF 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: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" 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:

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

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.

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. 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 22 day of July, 2015.

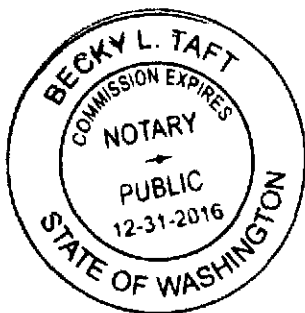
OWNER:

By: Sharon Bever
SHARON BEVER

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS

On this 22 day of July, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SHARON BEVER**, 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.

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



Notary seal, text and all notations must be inside 1" margins

Becky L. Taft
(Signature of Notary)

Becky L. Taft
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Seabeck, WA

My Appointment Expires: 12/31/2016

EXHIBIT A

TRACT 2 OF SKAGIT COUNTY SHORT PLAT NO. 26-79, APPROVED AUGUST 15, 1979 AND RECORDED AUGUST 17, 1979, AS AUDITOR'S FILE NO. 7908170006, IN BOOK 3 OF SHORT PLATS, PAGE 163, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTH 7/15THS OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 5 EAST W.M.

EXCEPT

A 10 FOOT WIDE EASEMENT IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 5 EAST OF WILLAMETTE MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES ARE NAD 83/91, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE):

COMMENCING AT A CASED BRASS MONUMENT MARKING THE CENTER OF SAID SECTION 31 ALSO BEING A POINT ON THE CENTERLINE OF FRUITDALE ROAD; THENCE NORTH 88°00'36" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND CENTERLINE OF FRUITDALE ROAD FOR A DISTANCE OF 276.25 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST PIPELINE CORPORATION RIGHT OF WAY AND EASEMENT (BEING 20 FEET WESTERLY AS MEASURED FROM THE CENTERLINE OF THE GRANTEES MOST WESTERLY PIPELINE); THENCE SOUTH 00°59'27" WEST, ALONG SAID WEST LINE OF RIGHT OF WAY AND EASEMENT FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF FRUITDALE ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°59'27" WEST, ALONG SAID WEST LINE OF RIGHT OF WAY AND EASEMENT FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 88°00'36" WEST, PARALLEL TO SAID CENTERLINE OF FRUITDALE ROAD FOR A DISTANCE OF 600.00 FEET; THENCE NORTH 00°59'27" EAST, PARALLEL TO SAID WEST LINE OF RIGHT OF WAY AND EASEMENT FOR A DISTANCE OF 10.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 88°00'36" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY FOR A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON

EXHIBIT B

