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Skagit County Auditor

\$76.00

7/30/2015 Page

1 of

5 2:15PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department (JLA)
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

easement

JUL 30 2015

Amount Paid \$
Skagit Co. Treasurer

By *mem* Deputy

PUGET SOUND ENERGY

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR (Owner):

LYLE WESEN & MERRILOU WESEN

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion of Sec11-T35N-R3E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P110373

m4884

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LYLE WESEN & MERRILOU** ("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 SKETCH IS ATTACHED AS EXHIBIT "B" OF THE APPROXIMATE EASEMENT AREA FOR INFORMATIONAL PURPOSES 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.

No monetary consideration paid

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 23RD day of July, 2015

OWNERS:

By: Lyle Wesen
LYLE WESEN

By: Merrilou Wesen
MERRILOU WESEN

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 23rd day of July, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LYLE WESEN** and **MERRILOU WESEN**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ 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.



Victoria Long
(Signature of Notary)

Victoria Long
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at Skagit County

My Appointment Expires: August 30, 2016

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

EXHIBIT A

A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. LYING NORTH AND EAST OF THE COUNTY ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼;
THENCE SOUTH 01°18'13" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 315.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 87°14'39" EAST, A DISTANCE OF 486.90 FEET;
THENCE SOUTH 13°30'55" EAST, A DISTANCE OF 39.14 FEET;
THENCE SOUTH 00°41'12" WEST, A DISTANCE OF 677.87 FEET;
THENCE SOUTH 86°47'13" EAST, A DISTANCE OF 220.08 FEET;
THENCE SOUTH 00°30'23" WEST, A DISTANCE OF 275.13 FEET;
THENCE NORTH 87°04'47" WEST, A DISTANCE OF 205.89 FEET TO POINT "B";
THENCE CONTINUING NORTH 87°04'47" WEST, A DISTANCE OF 127.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WORLINE COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID COUNTY ROAD TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 11;
THENCE NORTH 01°18'03" EAST ALONG SAID NORTH AND SOUTH CENTERLINE, A DISTANCE OF 126.42 FEET TO THE POINT OF BEGINNING.

RESERVING A THIRD (30) FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, OVER, UNDER AND THROUGH THE ABOVE DESCRIBED PARCEL "B" WHICH LIES ADJACENT TO AND CONTIGUOUS WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 11.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B

