



201510220050

Skagit County Auditor

\$76.00

10/22/2015 Page

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4 1:56PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
ROW Department  
1660 Park Lane  
Burlington, WA 98233  
ATTN: Darby Broyles

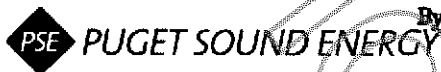
**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

*Easement*  
OCT 22 2015

Amount Paid \$  
Skagit Co. Treasurer  
By *mlm* Deputy

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

**EASEMENT**

M4900

**ORIGINAL****REFERENCE #:**

GRANTOR (Owner):

**TOWN OF CONCRETE**

GRANTEE (PSE):

**PUGET SOUND ENERGY, INC.**

SHORT LEGAL:

**PTN Sec 10-35N-08E, W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: P70927 (4064-000-025-0105)

P70923 (4064-000-022-0108)

P70925 (4064-000-023-0008)

P70928 (4064-000-026-0005)

P43741 (350810-3-002-0001)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TOWN OF CONCRETE, a municipal corporation** ("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 HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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.**

**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.

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.

Concrete Municipal Airport  
WO#s 104273371, 104273370, 104273369, & 104273366  
RW-093708  
Page 1 of 4

**NO COMPENSATION 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. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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 6 day of October, 2015.

OWNER:

**Town of Concrete,**  
a municipal corporation

By: 

Jason Miller, Mayor

STATE OF WASHINGTON )

) SS

COUNTY OF SKAGIT )

On this 16 day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jason Miller, to me known to be the person who signed as Mayor, of the Town of Concrete, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of Town of Concrete for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Town of Concrete.

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



(Signature of Notary)

Andrea R Fischer

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Concrete, WA

My Appointment Expires: 12/03/15

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

**EXHIBIT "A"**

**Concrete Municipal Airport Legal Description**

THAT PORTION OF THE SW1/4 OF THE SW1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST OF W.M., LYING BETWEEN TWO LINES DRAWN AS FOLLOWS: THE SOUTHERLY LINE BEING THE NORTH LINE OF THE SOUTH 429 FEET OF SAID SW1/4 OF THE SW1/4, AND THE NORTHERLY LINE BEING PARALLEL TO AND SOUTH 504 FEET FROM THE NORTH LINE OF SAID SW1/4 OF SW1/4 OF SECTION 10; EXCEPTING THEREFROM THE WEST 400 FEET AND THE EAST 32 FEET; AND EXCEPTING THAT PORTION THAT LIES NORTHERLY OF THE EXISTING FENCE THAT IS LOCATED APPROXIMATELY 450 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED JANUARY 9, 2008, UNDER AUDITOR'S FILE NO. 200801090042.

TOGETHER WITH A TRACT OF LAND IN THE SE1/4 OF SW1/4 OF SAID SECTION 10, DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID SE1/4 OF SW1/4 LYING SOUTH OF A LINE WHICH BEGINS AT A POINT 504 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 960 FEET, MORE OR LESS, TO THE WEST LINE OF SUPERIOR AVENUE, EXTENDED SOUTH, THENCE SOUTH ALONG SAID WEST LINE, EXTENDED, 366 FEET; THENCE WEST 400 FEET; THENCE SOUTH 444.5 FEET, MORE OR LESS, TO SOUTH LINE OF SECTION 10; THENCE EAST, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF SE1/4 OF SW1/4; THENCE NORTH, ALONG SUBDIVISION LINE TO PLACE OF BEGINNING.

AND TOGETHER WITH ALL OF LOTS 26 AND 23, AND THAT PORTION OF LOT 22 LYING SOUTH OF A LINE DRAWN PARALLEL TO AND 504 FEET SOUTH FROM THE NORTH LINE OF SW1/4 OF SE1/4 OF SAID SECTION 10, SAID LOTS BEING AS SHOWN IN "PLAT OF SUNRISE ADDITION" AND RECORDED IN VOLUME 4 OF PLATS AT PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND TOGETHER WITH THE WEST 150 FEET OF LOT 25, SUNRISE ADDITION TO CONCRETE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE NORTH 60 FEET OF THAT PORTION OF LOT 22, "SUNRISE ADDITION", ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTH OF A LINE DRAWN PARALLEL TO AND 504 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

AND EXCEPT THE NORTH 60 FEET OF THAT PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. LYING SOUTH OF A LINE DRAWN PARALLEL TO AND 504 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4 OF THE SW 1/4 AND EAST OF THE EAST LINE OF SUPERIOR AVENUE.