



201511090168

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Darby Broyles  
1660 Park Lane  
Burlington, WA 98233

Skagit County Auditor

\$77.00

11/9/2015 Page

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5 3:19PM



**ORIGINAL**

**UTILITY EASEMENT**

**GRANTOR:** SKAGIT COUNTY, a political subdivision of the State of Washington

**GRANTEE:** PUGET SOUND ENERGY, INC., a Washington corporation

**ABBREVIATED LEGAL:** A STRIP OF LAND 10 FT IN WIDTH LYING WITHIN A PTN OF  
NW32, TOWNSHIP 34N, RANGE 04E, W.M

**ASSESSOR'S PROPERTY TAX PARCEL:** P29546 (XrefID: 340432-2-030-0008)

GUARDIAN NORTHWEST TITLE CO

119902  
For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **SKAGIT COUNTY**, a political subdivision of the State of Washington ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

**ACCOMMODATION RECORDING ONLY**

THAT PORTION OF THE SOUTH 20 RODS OF THE NORTH 30 RODS OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE NORTH 63 FEET OF THE WEST 107 FEET THEREOF, AND EXCEPT EXISTING STATE HIGHWAY RIGHT OF WAY (OLD HWY 99), ALL OF SAID PORTION LYING WESTERLY OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 6, SKAGIT COUNTY BINDING SITE PLAN NO. L-99-0003, APPROVED JULY 1, 2002, RECORDED JULY 1, 2002, UNDER AUDITOR'S FILE NO. 200207010180, RECORDS OF 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:

A STRIP OF LAND TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL. THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.

**NO COMPENSATION PAID**

Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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 (herein "Grantee's systems").

Following the initial construction of all or a portion of Grantee's systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall fully compensate and reimburse Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area which may unreasonably interfere with Grantee's systems. Grantee shall also have the right 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 which may unreasonably interfere with Grantee's systems.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area which may unreasonably interfere with Grantee's systems located within the Easement Area and Grantor shall do no blasting within three hundred (300) feet of Grantee's facilities without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to save, defend, indemnify and hold Grantor (including Grantor's elected officials, officers, agents, and employees) harmless from and against any liability and damages incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**5. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

7. **Governing Law; Venue.** This Easement agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement agreement shall be in Skagit County, State of Washington.

**GRANTEE:**

Dated this 3<sup>rd</sup> day of November, 2015.

PUGET SOUND ENERGY, INC., a Washington corporation

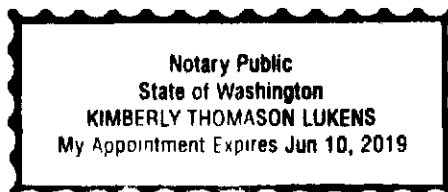
By: *Darby Broyles*  
**Darby Broyles, Supervisor Real Estate**

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Darby Broyles**, as the **Supervisor Real Estate**, of Puget Sound Energy, Inc., a Washington corporation, is the person who appeared before me, and said person acknowledged that she was duly authorized to execute this instrument, and on oath stated that she executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this 3 day of November, 2015.

(SEAL)



Notary Public

Print name: *Kimberly Lukens*

Residing at: SKAGIT

My commission expires: 6-10-2019

GRANTOR:

DATED this 24 day of October, 2015.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chair

Lisa Janschi

Lisa Janschi, Commissioner

Ron Wesen

Ron Wesen, Commissioner

Attest:

Amber Kloggin

Clerk of the Board

Recommended:

10-15-15

Department Head

Approved as to form:

(10/16/2015)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jim Ballitt

Risk Manager

Approved as to budget:

Trisha Logno

Budget & Finance Director

STATE OF WASHINGTON

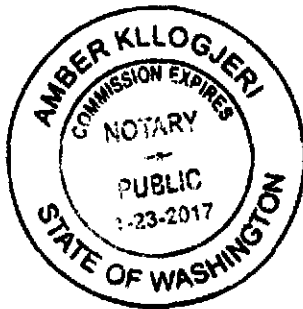
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Lisa Janicki are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 24 day of October, 2015.

(SEAL)



Amber Klogjeri  
Notary Public

print name: Amber Klogjeri

Residing at Skagit County

My commission expires 1-23-2017