



201511230114

Skagit County Auditor \$77.00
11/23/2015 Page 1 of 5 1:41PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 23 2015

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



PUGET SOUND ENERGY

ORIGINAL**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

REFERENCE #:

GRANTOR (Owner):

ROBERT LEWIS ENSLEY, JEREMY JOSEPH COX & LORETTA COX

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

LOT 2, SKAGIT COUNTY SP #97-0016

ASSESSOR'S PROPERTY TAX PARCEL: P23266 / 340401-1-004-0209

ACCOMMODATION RECORDING ONLY

M 9404

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROBERT LEWIS ENSLEY** (also known as Robert L. Ensley), A SINGLE MAN, AND **JEREMY JOSEPH COX** (also known as Jeremy Cox) and **LORETTA COX**, HUSBAND AND WIFE, ("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 HEREIN 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:

An Easement Area 10 feet in width having 5 feet of such width 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.

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.

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NO COMPENSATION PAID

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 16 day of November, 2015.

OWNERS:

By: Robert Lewis Ensley by Loretta Cox AIF
Robert Lewis Ensley

By: Jeremy Joseph Cox
Jeremy Joseph Cox

By: Loretta Cox
Loretta Cox

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROBERT LEWIS ENSLEY**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

(Signature of Notary)

(Print or stamp name of Notary)

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

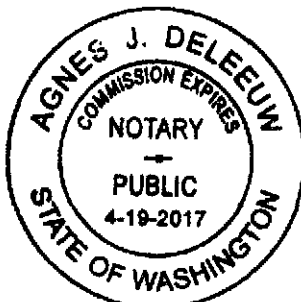
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 6th day of November, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JEREMY JOSEPH COX AND LORETTA COX**, 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.



(Signature of Notary)

(Print or stamp name of Notary)

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

My Appointment Expires: 4-19-2017

Notary seal, text and all notations must not be placed within 1" margins

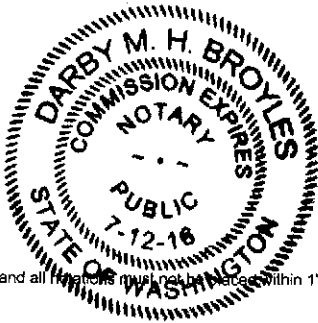
BY: Robert Lewis Ensley by Loretha Cox AIF
Robert Lewis Ensley, by Loretha Cox with POA

POA AFN 201508240098

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 6th day of November, 2015, before me personally **LORETTA COX** to me known to be the individual who executed the within and foregoing instrument as **True and Lawful Attorney for Robert Lewis Ensley** and acknowledged that he signed and sealed the said instrument as such **Attorney** for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said **Robert Lewis Ensley** is now living and not under disability. The effectiveness of the Power of Attorney is not affected by disability or incompetence of said principal.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Notary seal, text and all signatures must not be placed within 1" margins

Darby M. H. Broyles
(Signature of Notary)

Darby M. H. Broyles

(Print or stamp name of Notary)

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

My Appointment Expires: 7.12.16

EXHIBIT A

LOT 2 OF SHORT PLAT #97-0016 FILED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200004050059.

TOGETHER WITH THAT PORTION OF LOT 4 OF SAID SHORT PLAT #97-0016 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 88°53'55" W ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 495.94 FEET; THENCE S 00°18'17" W ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF SAID SHORT PLAT, A DISTANCE OF 9.85 FEET; THENCE S 80°42'34" W, A DISTANCE OF 502.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, WHICH LIES 81.36 FEET FROM THE NORTHEAST CORNER OF LOT 4; THENCE N 00°18'17" E, A DISTANCE OF 81.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND TOGETHER WITH A TWENTY (20) FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND THROUGH A PORTION OF LOT 1 OF SAID SHORT PLAT #97-0016, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE N 00°18'17" E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 159.43 FEET TO THE INITIAL POINT OF THIS CENTERLINE DESCRIPTION SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST FROM WHICH THE RADIUS POINT LIES N 32°10'35" E, A DISTANCE OF 330.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°36'59", AN ARC DISTANCE OF 112.98 FEET; THENCE N 38°12'26" W, A DISTANCE OF 57.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°50'36", AN ARC DISTANCE OF 203.16 FEET TO A POINT ON THE CENTERLINE THE 20.00 FOOT WIDE ACCESS AND UTILITY EASEMENT TO LOT 2 AS SHOWN ON SHORT PLAT #97-0016, THENCE CONTINUING WESTERLY AND SOUTHERLY ALONG THE CENTERLINE THE 20 FOOT EASEMENT AS SHOWN ON SAID SHORT PLAT #97-0016 TO ITS TERMINUS.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.