



Skagit County Auditor

\$77.00

12/7/2015 Page

1 of

5 1:34PM

RETURN ADDRESS:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
DEC 07 2015

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



PUGET SOUND ENERGY

ORIGINAL

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M4406

EASEMENT

REFERENCE #:

GRANTOR (Owner):

LA CONNER SCHOOL DISTRICT No. 311

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN LTS 1, 2, & 4, BLK C, CALHOUN ADDN (NE36-34N-02E, W.M.)

ASSESSOR'S PROPERTY TAX PARCEL: P74225 (XrefID: 4124-019-003-0109) &

P74226 (XrefID: 4124-019-004-0108)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LA CONNER SCHOOL DISTRICT No. 311**, a Washington public school district ("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:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

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.

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.

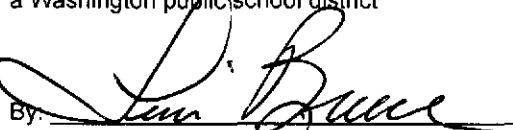
6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its 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 12 day of November, 2015.

OWNER:

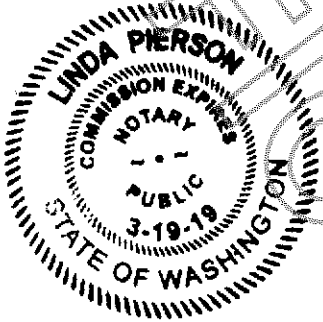
LA CONNER SCHOOL DISTRICT No. 311,
a Washington public school district

By: 
Tim Bruce, Superintendent

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 12 day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Bruce, to me known to be the person(s) who signed as Superintendent, of LA CONNER SCHOOL DISTRICT No. 311, the public school 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 said notary for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said notary.

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



Linda Pierson
(Signature of Notary)

Linda Pierson
(Print or stamp name of Notary)

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

My Appointment Expires: 03/19/2019

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

EXHIBIT A

PROPERTY DESCRIPTION:

Lots 1, 2 and 4, Block C, "CALHOUN ADDITION TO THE TOWN OF LA CONNER," as per plat recorded in Volume 1 of Plats, page 14, records of Skagit County, Washington, EXCEPT any portion thereof lying North of a line established by Decree in Skagit County Superior Court Cause No. 3149; said line being described as beginning on the East line of Section 36, Township 34 North, Range 2 East, W.M. at a point that is 1,920.3 feet North of the 1/4 section corner on the East side of said Section 36 and running thence North 89°47' West a distance of 1,850.7 feet.

Situate in the Town of LaConner, County of Skagit, State of Washington.

EXHIBIT B

EASEMENT DESCRIPTION:

A strip of land ten (10) feet in width having five (5) feet on each side of the center line of grantee facilities as constructed, extended or relocated within the above described property, more particularly describe as follows:

Beginning at the intersection of State Street & Sixth Street thence north on the center line of Sixth Street N 00°18'36" E a distance of 290.09 ft, thence S 89°41'24" E A distance of 25.00 ft to the intersection of the East Right of Way of Sixth Street, the Point of Beginning; being the west property line of Lot 1, Block C of the Calhoun Addition to the Town of LaConner. Thence continuing on the center line of the 10 ft wide easement the following bearings & distances:

thence S 89°41'24" E A distance of 204.58 ft, referred to herein as Point A; Thence N 00°27'26" W A distance of 32.15 ft;
Thence N 79°53'31" E A distance of 126.99 ft;
Thence N 00°06'17" W A distance of 106.49 ft, referred to herein as Point B; Thence N 90°00'00" W A distance of 11.76 ft;
Thence S 79°56'46" W A distance of 41.19 ft, to the terminus of the power line easement;

A strip of land ten (10) feet in width having five (5) feet on each side of the center line of grantee facilities as constructed, extended or relocated within the above described property, more particularly described as follows:

Commencing from Point A described above, thence S 00°28'43" W a distance of 15.00 ft, to the terminus of the power line easement;;

Commencing from Point A described above, thence S 89°41'24" E a distance of 20.00 ft, to the terminus of the power line easement;;

Commencing from Point B described above, thence N 90°00'00" E a distance of 13.09 ft; thence N 00°05'54"W a distance of 183.96 ft, to the terminus of the power line easement;

Situated in the Town of LaConner, County of Skagit, State of Washington.