

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Bryan Petri
P.O. Box 97034 EST-06W
Bellevue, WA 98009-9734



201512230083
Skagit County Auditor
12/23/2015 Page 1 of 6 3:18PM \$78.00



EASEMENT

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**
2015 5181
DEC 23 2015

REFERENCE #:
GRANTOR (Owner): **TAMMY LYNN BAILEY and KELLY GENE BAILEY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SW 1/4 NE 1/4 SEC 19, TWN 35N, RGE 5E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P39542**

Amount Paid \$ **37.72**
Skagit Co. Treasurer
By *Mdm Deputy*

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **TAMMY LYNN BAILEY and KELLY GENE BAILEY, 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 HERETO

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

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 gas and electricity. Such systems may include, but are not limited to:

a. **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; and

~~b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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.

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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

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 7 day of December, 2015

OWNER:

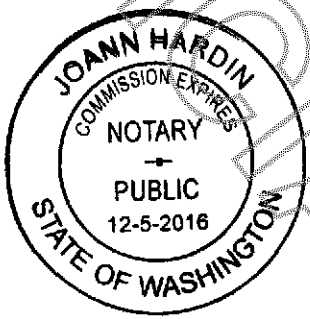
BY: 
TAMMY LYNN BAILEY

BY: 
KELLY GENE BAILEY

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 7 day of December, 2015 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TAMMY LYNN BAILEY and KELLY GENE BAILEY**, to me known to be the individuals 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.



[Handwritten Signature]
(Signature of Notary)

Joann Hardin
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon
My Appointment Expires: 12-5-2016

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

UNOFFICIAL DOCUMENT

EXHIBIT A - LEGAL DESCRIPTION

SEDRO #4 PARCEL E-84
SKAGIT COUNTY, WA

PER DEED AFN 200602030190:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19,
TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 20 FEET WEST AND 1,434.8 FEET SOUTH OF THE
NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SAID
POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO
ADRIAN G. ACTON, BY DEED RECORDED IN VOLUME 208 OF DEEDS, PAGE 434,
RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 89°57' WEST ALONG THE NORTH LINE OF SAID ACTON TRACT 311
FEET;
THENCE NORTH 70 FEET;
THENCE SOUTH 89°57' EAST 311 FEET TO THE WEST LINE OF SAID ROAD;
THENCE SOUTH ALONG SAID ROAD 70 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON



HARMSSEN & ASSOCIATES INC.
803 SOUTH FIRST STREET - MOUNT VERNON, WA 98273
(360) 336-9199 - (888) 794-7811
WWW.HARMSSENINC.COM

PREPARED FOR: PUGET SOUND ENERGY	
JOB NO.	DATE
15-123	OCT 2015

EXHIBIT B - EASEMENT DESCRIPTION

SEDRO #4 PARCEL E-84
SKAGIT COUNTY, WA

A STRIP OF LAND IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., BEING THE EAST 10 FEET OF THAT PROPERTY HEREIN DESCRIBED AS EXHIBIT "A" LYING PARALLEL WITH, ADJACENT TO, AND MEASURED AT RIGHT ANGLES FROM THE WESTERLY RIGHT-OF-WAY MARGIN OF FRUITDALE ROAD.

THE SIDE LINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO FIT WITHIN THE CONFINES OF SAID PARCEL DESCRIBED IN EXHIBIT "A".

A SKETCH IS ATTACHED AS EXHIBIT "C" AND BY REFERENCE THERETO IS MADE A PART HEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



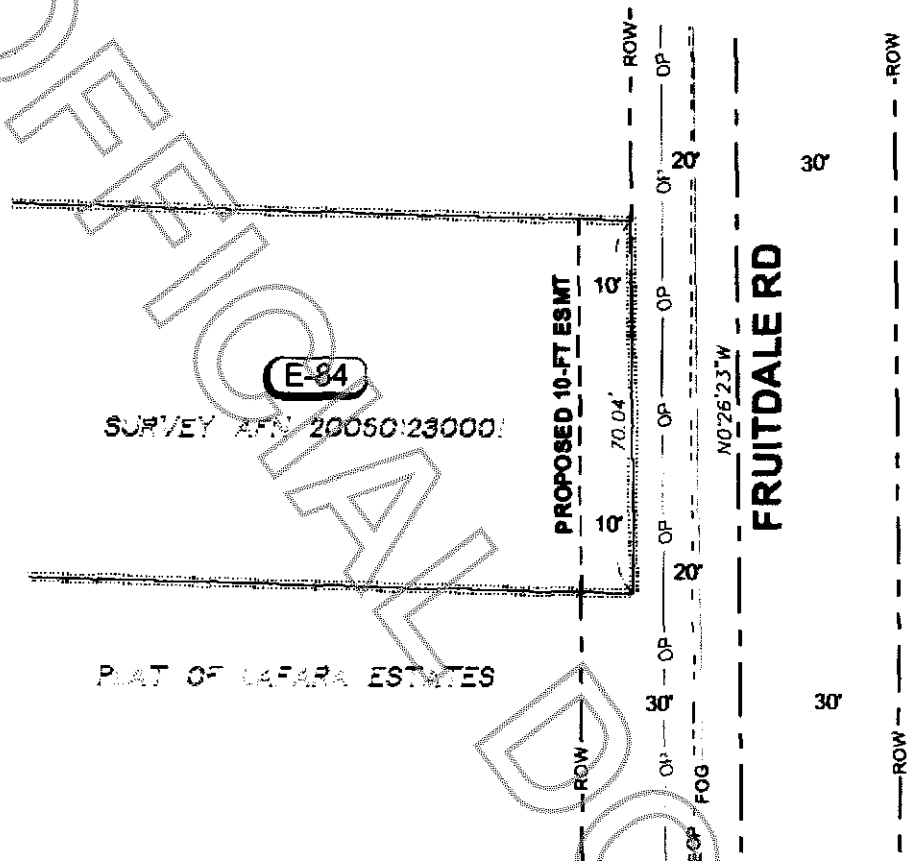
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EXHIBIT C - EASEMENT SKETCH

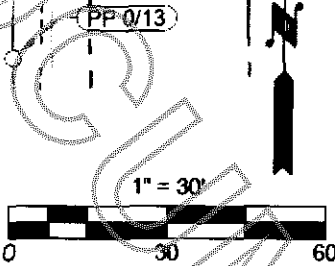
SEDRO #4 PARCEL E-84
 NE 1/4, SEC 19, T 35N, R 5E, W.M.
 SKAGIT COUNTY, WA



E-84
 SURVEY REF: 200501230001

PLAT OF LAJARA ESTATES

E-84 PARCEL DATA	
OWNER:	BAILEY
PARCEL ID:	P39542
SITE ADDRESS:	9266 FRUITDALE ROAD
OWNER ADDRESS:	9266 FRUITDALE RD SEDRO-WOOLLEY, WA 98284
EASEMENT AREA:	700 SF



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