



201601190101

Skagit County Auditor

1/19/2016 Page

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\$76.00

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RETURN ADDRESS:

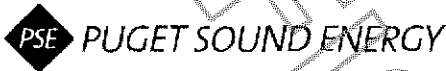
**Puget Sound Energy, Inc.
Attn: Darby Broyles
1660 Park Lane
Burlington, WA 98233**

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
JAN 19 2016

Amount Paid \$
Skagit Co. Treasurer

By *Crann* Deputy



GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

m9914

GRANTOR (Owner): **THE MOSHER LIVING TRUST**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN LOT 3, SKAGIT COUNTY, SP #99-0035, #200101100017**
ASSESSOR'S PROPERTY TAX PARCEL: **P117736 / 340208-0-004-0300**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ROLAND I. MOSHER, TRUSTEE OF THE MOSHER LIVING TRUST, DATED NOVEMBER 18, 1980 AND ANY AMENDMENTS** ("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 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: 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 - GENERALLY LOCATED ON THE NORTH LINE OF THE ABOVE DESCRIBED REAL PROPERTY. THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.

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.

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 7th day of JANUARY, 2015. *aj*

OWNERS:

THE MOSHER LIVING TRUST, DATED NOVEMBER 18, 1980 AND ANY AMENDMENTS

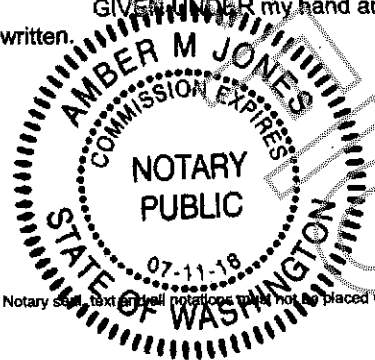
By: *Roland Mosher*
**ROLAND I. MOSHER, TRUSTEE OF
THE MOSHER LIVING TRUST, DATED
NOVEMBER 18, 1980 AND ANY AMENDMENTS**

UNRECORDED
DOCUMENT

STATE OF WASHINGTON)
COUNTY OF Island) SS

On this 7th day of JANUARY, 2016^{at}, before me personally appeared ROLAND I. MOSHER, to me known to be the Trustee(s) of THE MOSHER LIVING TRUST, DATED NOVEMBER 18, 1980 AND ANY AMENDMENTS, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute said instruments.

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



[Signature]
(Signature of Notary)

Amber M. Jones
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 901 NE Midway Blvd, Oak Harbor WA

My Appointment Expires: 7-11-18

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

UNRECORDED ORIGINAL DOCUMENT

EXHIBIT A

LOT 3, SHORT PLAT NO. 99-0035, APPROVED JANUARY 2, 2001 AND RECORDED UNDER AUDITOR'S FILE NO. 200101100017, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. AND TIDELANDS ADJOINING.

EXCEPT THAT PORTION OF SAID LOT 3, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH $02^{\circ}25'30''$ EAST 12.80 FEET ALONG THE WEST LINE OF SAID LOT 3;
THENCE NORTH $88^{\circ}36'03''$ EAST 588.17 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 3 TO THE EAST LINE OF SAID LOT 3;
THENCE NORTH $15^{\circ}00'36''$ EAST 13.34 FEET ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH $88^{\circ}36'03''$ WEST 592.17 FEET ALONG SAID NORTH LINE OF LOT 3 TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

(Also known as Lot 3 boundary Line Adjustment Survey under Auditor's File No. 200106130072, records of Skagit County, Washington).