



201603230050

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Darby Broyles (R/W Dept)
1660 Park Lane
Burlington, WA 98233

Skagit County Auditor \$77.00
3/23/2016 Page 1 of 5 1:28PM

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

REFERENCE NO:

GRANTOR (Owner): STEVEN J. MORRIS AND NICKI MARIE MORRIS
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PARCELS B, C & D, BLA 2015-0005, AFN 201509250039 (SE24-35N-01E, W.M.)
ASSESSOR'S PROPERTY TAX PARCEL: P31919 / 350124-0-141-0000, P31931 / 350124-4-001-0100, P31884 / 350124-0-104-0013

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **STEVEN J. MORRIS**, AS HIS SEPARATE PROPERTY, AS TO PARCELS "B" AND "C" AND **STEVEN J. MORRIS AND NICKI MARIE MORRIS**, HUSBAND AND WIFE, AS TO PARCEL "D" ("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:

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND 10 FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE SOUTHERLY MARGIN OF 22ND STREET.

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.

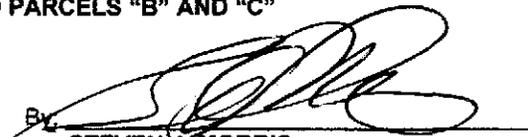
7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 12th day of JANUARY, 2016

OWNERS:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

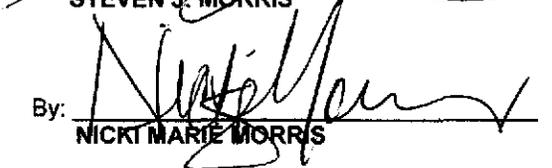
AS TO PARCELS "B" AND "C"

By: 
STEVEN J. MORRIS

MAR 23 2016

Amount Paid \$ /
Skagit Co. Treasurer
By  Deputy

AS TO PARCEL "D"

By: 
STEVEN J. MORRIS
By: 
NICKI MARIE MORRIS

DOCUMENT

EXHIBIT A

PARCEL B:

THE WEST 168.38 FEET OF THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., LYING SOUTH OF THE SOUTH LINE OF 22ND STREET AND EAST OF THE CENTERLINE OF "N" AVENUE, PROJECTED SOUTH FROM "HENSLER'S SECOND ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE WEST 120.30 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 0°34'28" EAST, ALONG THE EAST LINE OF SAID SECTION, 664.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION;
THENCE NORTH 89°47'35" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, 237.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 89°47'35" WEST, 58.08 FEET;
THENCE SOUTH 0°24'17" WEST 22 FEET;
THENCE SOUTH 89°47'35" EAST 58.08 FEET;
THENCE NORTH 0°24'17" EAST 22 FEET, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL C:

THE WEST 226.46 FEET OF THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., LYING SOUTH OF THE SOUTH LINE OF 22ND STREET AND EAST OF THE CENTERLINE OF "N" AVENUE, PROJECTED SOUTH FROM "HENSLER'S SECOND ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE WEST 168.38 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 0°34'28" EAST ALONG THE EAST LINE OF SAID SECTION, 664.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION;
THENCE NORTH 89°47'35" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH THE SOUTHEAST 1/4, 179.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUE NORTH 89°47'35" WEST, 58.08 FEET;
THENCE SOUTH 0°24'17" WEST 22 FEET;
THENCE SOUTH 89°47'35" EAST 58.08 FEET;
THENCE NORTH 0°24'17" EAST 22 FEET, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL D:

THE WEST 284.54 FEET OF THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., LYING SOUTH OF THE SOUTH LINE OF 22ND STREET AND EAST OF THE CENTERLINE OF "N" AVENUE, PROJECTED SOUTH FROM "HENSLER'S SECOND ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE WEST 226.46 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH $0^{\circ}34'28''$ EAST ALONG THE EAST LINE OF SAID SECTION 664.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION;

THENCE NORTH $89^{\circ}47'35''$ WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 120.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUE NORTH $89^{\circ}47'35''$ WEST, 58.08 FEET;

THENCE SOUTH $0^{\circ}24'17''$ WEST 22 FEET;

THENCE SOUTH $89^{\circ}47'35''$ EAST 59.03 FEET;

THENCE NORTH $0^{\circ}34'28''$ WEST 22 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

(ALSO KNOWN AS PARCELS B, C, AND D, BOUNDARLY LINE ADJUSTMENT NO. BLA-2015-0005, RECORDED SEPTEMBER 25, 2015 UNDER SKAGIT COUNTY AUDITOR'S NUMBER 201509250039).