

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



201604250161

Skagit County Auditor \$75.00
4/25/2016 Page 1 of 3 1:34PM

EASEMENT

GRANTOR: **WITHERS FAMILY TRUST**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion SE ¼ of 30-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P29230/40430-4-014-0006**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9424

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **Robert J. Withers and Jeanne Withers, Co-Trustees of the WITHERS FAMILY TRUST** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property – generally located in the northerly portion of the above described Property.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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.

NO COMPENSATION PAID

RW-089281/105085675
SE ¼ 30-34-4

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 19th day of August, 2014.

GRANTOR:
WITHERS FAMILY TRUST

BY: [Signature]

Robert J. Withers, Co-Trustee of the WITHERS FAMILY TRUST

BY: [Signature]

Jeanne Withers, Co-Trustee of the WITHERS FAMILY TRUST

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

APR 25 2016

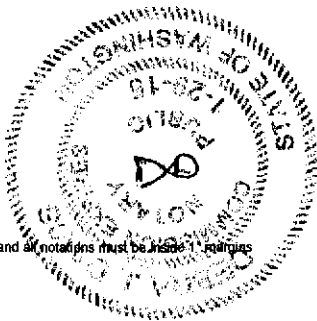
Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss

On this 19th day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Robert J. Withers and Jeanne Withers**, to me known to be the persons who signed as a co-trustees of **WITHERS FAMILY TRUST** that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **WITHERS FAMILY TRUST** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **WITHERS FAMILY TRUST**.

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



Notary seal, text and all notations must be made in margins

[Signature]
(Signature of Notary)

Debra J. Davis
(Print or stamp name of Notary)

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

My Appointment Expires: 1-29-2015

EXHIBIT "A"

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 East, W.M., that lies West of the Great Northern Railway Company right-of-way, EXCEPT that portion thereof embraced within the boundaries of the following described tract:

Beginning at the point of intersection of the Westerly line of the Great Northern Railway Company right-of-way with the North line of Section 31, said Township and Range; thence Southerly along the Westerly line of said railway right-of-way, 227 feet, more or less, to the Northeast corner of the lands conveyed to John Olson and Mary Olson, husband and wife, by deed recorded in Volume 153 of Deeds, page 551, under Auditor's File No. 234215, records of said County; thence West on the North line of said Olson Lands, 1126 feet, more or less, to the East line of the County Road along the East side of Britt's Slough; thence Northerly along the East line of said County Road to a point 35 rods North of the South line of Section 30, said Township and Range; thence East, 161 feet, more or less, to the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, said Section 30; thence North on the West line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Northwest corner of the lands conveyed to Herman L. Peterson and Sandra Peterson, husband and wife, by deed recorded in Volume 195 of Deeds, page 22, under Auditor's File No. 373500, records of said County; thence East, 1038 feet, more or less, to the West line of the Great Northern Railway Company right-of-way; thence Southerly on said right-of-way line, 912 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.