

Skagit County Auditor

\$77.00

5/20/2016 Page

1 of

5 1:54PM

# **RETURN ADDRESS:**

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

## **Document Title**

Easement

## Reference Number:

## Grantor (s)

- 1. K. Craig Staffanson
- 2. Lee Benjamin
- 3. Michael & Lori Ann Hulbert

## Grantee (s)

1. Puget Sound Energy

## Abbreviated legal description:

PTN: SE 1/4 of Sec 5 TWP 33 N, Rng 03E W. M.

## Assessor Parcel/ Tax ID Number

P15469/330305-4-012-0001 P15473/330305-4-016-0007 GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

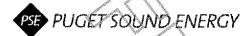
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☐ additional names on page \_\_\_

☐ full legal on page 3

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Cepartment (JLA)

PO Box 97034 / EST-06W Bellevue, WA 98009-9734



#### **EASEMENT**

REFERENCE #:

GRANTOR (Owner):

K. CRAIG STAFFANSON & LEE BENJAMIN MICHAEL HULBERT & LORI ANN HULBERT

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion of SE 1/4 SEC. 5, TWP 33 NORTH, RNG 3 EAST W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 330305-4-012-0001 / P15469

330305-4-016-0007 / P15473

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2016 2017 MAY 20 2016

Amount Paid \$ 13.90
Skaait Co.Treasurer

By HB

Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, K. CRAIG STAFFANSON & LEE BENJAMIN; MICHAEL HULBERT & LORI ANN HULBERT ("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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT B AS A VISUAL AND ONLY.

- 1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto. 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. Owner shall be entitled to compensation for damage to the Property caused by the exercise of such right of access by PSE.
- 2. 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, that Owner shall not construct or maintain any building or other structure on the Easement Area.
- 3. 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.
- 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, 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 101096826 / RW-095400

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as soon as reasonably possible after the cause the minimum amount of disruption t	o Owner's use of the Property.
DATED this 187 day of Apr. 7	, 2016
OWNER DA DA	111111
BY: Kally Johnson	m BY: Make TOV
K. Craig Staffanson	Michael Mulbert
BY: Ban S	BOY MAKENER
Benjamin Lee	Cori Alari Hulbert
STATE OF WASHINGTON ) \$	
COUNTY OF Stag, 7	
On this <u>/8</u> day of <u>Ap</u>	worn, personally appeared K. Craig Staffanson and Benjamin Lee, to me
signed the same as Aer free and	ed the within and foregoing instrument, and acknowledged that \( \frac{172 \in \gamma}{2} \) voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN UNDER my hand and official seal I	hereto affixed the day and year in this certificate first above written.
	Sher a Kell
Notary Public	(Signature of Notary)
State of Washington LUCY A KELLY	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing
State of Washington	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, text and all notations must be inside 1" margins	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at
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State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, lext and all notations must be inside 1" margins  STATE OF WASHINGTON ) SS COUNTY OF Stag. 7	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, text and all notations must be inside 1" margins  STATE OF WASHINGTON )  COUNTY OF Shace 7  On this 197 day of Appointment Applied to Supplied to Suppl	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1-30-2017  , 2016, before me, a Notary Public in and for the State worn, personally appeared Michael Hulbert and Lori Ann Hulbert, to me
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, text and all notations must be inside 1" margins  STATE OF WASHINGTON )  SS  COUNTY OF Shace 7  On this 97 day of of Washington, duly commissioned and sknown to be the individual(s) who executs signed the same as 74 c free and	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1-30-2017  2016, before me, a Notary Public in and for the State worn, personally appeared Michael Hulbert and Lori Ann Hulbert, to me ed the within and foregoing instrument, and acknowledged that 1/4-y voluntary act and deed, for the uses and purposes therein mentioned.
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, text and all notations must be inside 1" margins  STATE OF WASHINGTON )  SS  COUNTY OF Shace 7  On this 97 day of of Washington, duly commissioned and sknown to be the individual(s) who executs signed the same as 74 c free and	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1-30-2017  , 2016, before me, a Notary Public in and for the State worn, personally appeared Michael Hulbert and Lori Ann Hulbert, to me ed the within and foregoing instrument, and acknowledged that 14-4-
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, text and all notations must be inside 1" margins  STATE OF WASHINGTON )  SS  COUNTY OF Shace 7  On this 97 day of of Washington, duly commissioned and sknown to be the individual(s) who executs signed the same as 74 c free and	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1-30-2017
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, lext and all notations must be inside 1" margins  STATE OF WASHINGTON )  COUNTY OF Shoc, 7  On this 197 day of of Washington, duly commissioned and sknown to be the individual(s) who execute signed the same as free and GIVEN UNDER my hand and official seal in the Notary Public	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, lext and all notations must be inside 1" margins  STATE OF WASHINGTON )  COUNTY OF Share, 7  On this 197 day of of Washington, duly commissioned and sknown to be the individual(s) who execute signed the same as free and GIVEN UNDER my hand and official seal if the state of Washington LUCY A KELLY	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1
State of Washington LUCY A KELLY My Appointment Expires Jan 30, 2017  Notary seal, lext and all notations must be inside 1" margins  STATE OF WASHINGTON )  COUNTY OF Share, '7'  On this 197 day of of Washington, duly commissioned and sknown to be the individual(s) who execute signed the same as free and GIVEN UNDER my hand and official seal if the State of Washington	(Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 1-30-2017  My Appointment Expires: 1-30-2017  1. 2016, before me, a Notary Public in and for the State worn, personally appeared Michael Hulbert and Lori Ann Hulbert, to me ed the within and foregoing instrument, and acknowledged that 1-2-4 voluntary act and deed, for the uses and purposes therein mentioned, hereto affixed the day and year in this certificate first above written.  (Signature of Notary)  (Print or stamp name of Notary)

Notary seal, text and all notations must be inside 1° margins  $101096826 \ / \ RW-095400$  Page 2 of 4

#### **EXHIBIT A**

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., LYING SOUTHERLY AND SOUTHWESTERLY OF THE COUNTY ROAD WHICH FOLLOWS THE BASE OF THE HIGHLAND (DODGE VALLEY ROAD); EXCEPT DRAINAGE DITCH RIGHT-OF-WAY, IF ANY, AND EXCEPT ROAD ALONG THE WEST LINE OF SAID SUBDIVISION; ALSO EXCEPT THAT CERTAIN RIGHT-OF-WAY CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED NOVEMBER 8, 1994 AS AUDITOR'S FILE NO. 9411080074.

