

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JUN 10 2016

Amount Paid \$ /
Skagit Co. Treasurer
By *John* Deputy

Skagit County Auditor
6/10/2016 Page

1 of 2 3:41PM

\$74.00



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

M9438

GRANTOR (Owner): **STRAND, JASON & KRYSTAL**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion Government Lot 3 & NE 1/4 in 18-36-5**
ASSESSOR'S PROPERTY TAX PARCEL: **P50959/360518-0-003-0000 & P50960/360518-0-004-0009**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JASON G. STRAND and KRYSTAL L. STRAND, 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:

All that portion of Government Lot 3 in Section 18, Township 36 North, Range 5 E.W.M., lying Easterly of the Northern Pacific Railroad right-of-way and Westerly of the centerline of the abandoned Northern Pacific Railroad right-of-way; AND ALL that portion, if any, of the Northeast Quarter of the Southwest Quarter of Section 18, Township 36 North, Range 5 E.W.M., lying west of the centerline of the abandoned Northern Pacific Railroad right-of-way.

Situate in the County of Skagit, State of Washington.

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:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows - 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 easterly portion of the above described Property.

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, 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

No monetary consideration paid

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. 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.

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 2 day of June, 2016.

OWNER:

BY:

Jason G. Strand
JASON G. STRAND

BY:

Krystal L. Strand
KRYSTAL L. STRAND

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

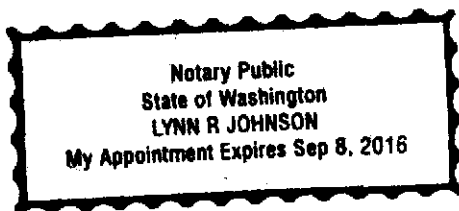
JUN 10 2016

Amount Paid \$
Skagit Co. Treasurer
By MB Deputy

STATE OF WASHINGTON)
COUNTY OF Whatcom) SS

On this 2nd day of June, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JASON G. STRAND** and **KRYSTAL L. STRAND**, 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.



Lynn R. Johnson
(Signature of Notary)

Lynn R. Johnson
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Ferndale
My Appointment Expires: 9/8/2016