

UNRECORDED



Skagit County Auditor
6/29/2016 Page 1 of \$77.00
5:10:42AM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 2686
JUN 29 2016



Amount Paid \$ 21.⁷⁵
Skagit Co. Treasurer
By *NLM* Deputy

GUARDIAN NORTHWEST TITLE CO.
EASEMENT
ACCOMMODATION RECORDING ONLY
MA940

REFERENCE:
GRANTOR: NOBLE, RUSTY R. and PREVO, DAWN J.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn. SE 1/4 of SE 1/4, 12-35-4 EWM; Ptn. SW 1/4 of SW 1/4, 7-35-5 EWM
ASSESSOR'S PROPERTY TAX PARCEL: 350412-0-004-0007/P36228, 350507-0-025-0008/P38611

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RUSTY R. NOBLE and DAWN J. NOBLE** formerly known as **DAWN J. PREVO**, husband and wife ("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" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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: 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.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.

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:

- a. **Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and
- b. **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.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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.

5. 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.

6. 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.

7. 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 14th day of June, 2016.

GRANTOR:

BY: 
RUSTY R. NOBLE

BY: 
DAWN J. NOBLE
formerly known as DAWN J. PREVO

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

UNRECORDED

THAT PORTION OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING 372.13 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 12;
THENCE NORTH 54 DEGREES 22' WEST 70.38 FEET;
THENCE NORTH 26 DEGREES 26' 20" EAST 120.96 FEET TO THE EAST LINE OF SAID SECTION 12;
THENCE SOUTH 1 DEGREE 17' EAST ALONG SAID EAST LINE 149.36 FEET TO THE POINT OF BEGINNING.

ALSO, THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

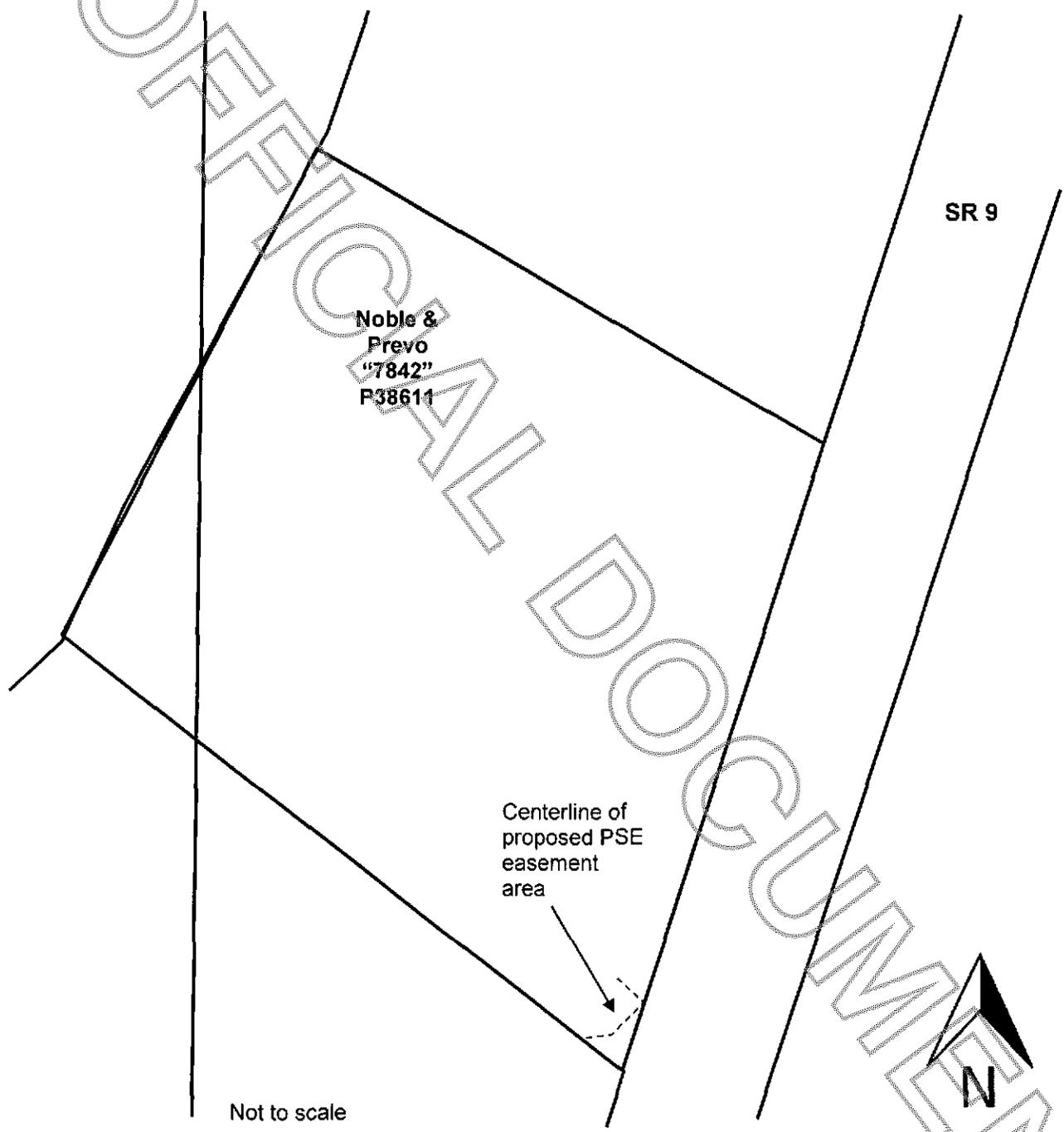
BEGINNING 872.13 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 7;
THENCE NORTH 1 DEGREE 17' WEST ALONG SAID WEST LINE 149.36 FEET;
THENCE NORTH 26 DEGREES 26' 20" EAST 105.06 FEET;
THENCE SOUTH 61 DEGREES 48' EAST 250.0 FEET TO THE WEST MARGIN OF SECONDARY STATE HIGHWAY No. 1A;
THENCE SOUTH 16 DEGREES 28' WEST ALONG SAID WEST MARGIN 270.0 FEET;
THENCE NORTH 54 DEGREES 22' WEST 229.6 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL BENEFICIAL RIGHTS CONTAINED IN INSTRUMENT RECORDED JULY 25, 1960, UNDER AUDITOR'S FILE No. 596946.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

UNOFFICIAL DOCUMENT

EXHIBIT "B"



Not to scale