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Skagit County Auditor

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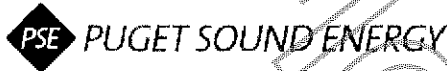
**RETURN ADDRESS:**

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
JUL 05 2016

Amount Paid \$0  
Skagit Co. Treasurer  
By *mm* Deputy



GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

**EASEMENT**

REFERENCE #:

GRANTOR (Owner):

GREENE, CHARLES L. and MARGUERITE J.

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN Gov. Lot 1, 21-36-3 E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P47942 (360321-0-005-0005)

m 9941

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CHARLES L. GREENE and MARGUERITE J. GREENE, 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:

**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 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.**

**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 21 day of June, 2016.

OWNER:

By:   
**CHARLES L. GREENE,**  
by James William Johnson, Power of attorney

By:   
**MARGUERITE J. GREENE**  
by James William Johnson, Power of attorney



**EXHIBIT "A"**  
**(Real Property Legal Description)**

THAT PORTION OF GOVERNMENT LOT 1, SECTION 21, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING NORTHEASTERLY OF THE OLD COUNTY ROAD, EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF A TRACT IN THE SOUTHEAST CORNER CONVEYED TO BELLINGHAM SASH AND DOOR CO., BY DEED RECORDED IN VOLUME 182 OF DEEDS, EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- (1) BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD COUNTY ROAD WHICH IS 510.4 FEET SOUTH AND 711.0 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 1; RUNNING THENCE NORTH 45° EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° EAST 50 FEET; THENCE NORTH 44° WEST 100 FEET; THENCE SOUTH 45° WEST 50 FEET; THENCE SOUTH 44° EAST-100 FEET TO THE TRUE POINT OF BEGINNING.
- (2) BEGINNING AT A POINT ON THE NORTH LINE OF GOVERNMENT LOT 1, WHICH IS 1079 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 44° WEST 90.4 FEET; THENCE SOUTH 50° EAST 192.9 FEET; THENCE SOUTH 40° WEST 80.8 FEET, MORE OR LESS TO THE STATE ROAD; THENCE NORTH 50° WEST ALONG THE NORTHERLY LINE OF SAID STATE ROAD 401.1 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 1; THENCE EAST ALONG SAID NORTH LINE 276.9 FEET TO THE POINT OF BEGINNING.
- (3) BEGINNING AT A POINT ON THE NORTH LINE OF GOVERNMENT LOT 1, NORTH 89°30' WEST 1079 FEET FROM THE CORNER COMMON TO SECTIONS 15, 16, 21 AND 22 IN TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., THENCE SOUTH 44° WEST 90.4 FEET; THENCE SOUTH 50° EAST 134 FEET TO THE THREAD OF AN UNNAMED CREEK; THENCE NORTHERLY FOLLOWING THE THREAD OF SAID CREEK UPSTREAM TO THE NORTH LINE OF GOVERNMENT LOT 1; THENCE WEST ALONG THE NORTH LINE OF GOVERNMENT LOT 1 TO THE POINT OF BEGINNING.
- (4) BEGINNING 681 FEET SOUTH OF THE NORTHEAST CORNER OF GOVERNMENT LOT 1; THENCE 416 FEET NORTH; THENCE 208 FEET WEST PARALLEL TO NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE SOUTH 416 FEET; THENCE EAST TO POINT OF BEGINNING, EXCEPT ROADS, IF ANY.
- (5) BEGINNING ON THE NORTH LINE OF GOVERNMENT LOT 1, NORTH 89°30' WEST 1079 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 44° WEST 171.9 FEET, MORE OR LESS, TO THE NORTH LINE OF COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID COUNTY ROAD 197.6 FEET AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 40° EAST 80.8 FEET; THENCE NORTH 50° WEST PARALLEL WITH- THE NORTH LINE OF HIGHWAY TO THE THREAD OF AN UNNAMED CREEK; THENCE NORTHEASTERLY ALONG THE THREAD OF SAID CREEK TO THE NORTH LINE OF SAID GOVERNMENT LOT 1; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 1 TO A POINT WHICH IS 50 FEET SOUTHEASTERLY AND AT RIGHT ANGLES TO A LINE RUNNING NORTH 40° EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 40° WEST TO THE NORTHERLY LINE OF THE COUNTY ROAD; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF COUNTY ROAD TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.