



201609060134

Skagit County Auditor

\$77.00

9/6/2016 Page

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5 1:23PM

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
SEP 06 2016

Amount Paid \$
Skagit Co. Treasurer

By *mam* Deputy



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

m4956

REFERENCE #:

GRANTOR (Owner):

CLAN 2002, LLC

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN Section 33-35N-05E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P40541 (350533-0-001-0103)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CLAN 2002, LLC**, a Washington limited liability company ("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.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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.

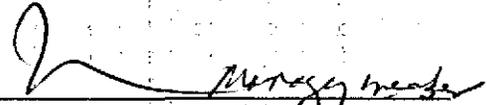
6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

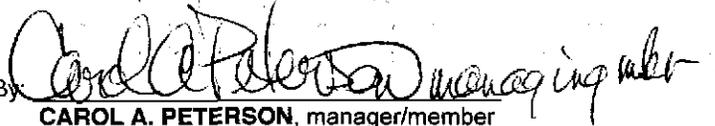
7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 13th day of September, 2016.

OWNER:

CLAN 2002, LLC, a Washington limited liability company

By: 
LAURENCE R. PETERSON, manager/member

By: 
CAROL A. PETERSON, manager/member

STATE OF WASHINGTON)
COUNTY OF St Kitts) SS

On this 1 day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LAURENCE R. PETERSON**, to me known to be the person(s) who signed as **manager/member**, of **CLAN 2002, LLC** the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

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

Kim A. Fair
(Signature of Notary)



Kim A. Fair
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Burlington
My Appointment Expires: 06/29/18

Notary seal, text and all notations must be inside 1" margins

STATE OF WASHINGTON)
COUNTY OF St Kitts) SS

On this 1 day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CAROL A. PETERSON**, to me known to be the person(s) who signed as **manager/member**, of **CLAN 2002, LLC** the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

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

Kim A. Fair
(Signature of Notary)



Kim A. Fair
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Burlington
My Appointment Expires: 06/29/18

Notary seal, text and all notations must be inside 1" margin

EXHIBIT "A"
(REAL PROPERTY DESCRIPTION)

PARCEL "A"

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼; THENCE NORTH 00°47'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1570.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'30" WEST 220.00 FEET; THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET; THENCE SOUTH 00°47'30" EAST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS TRACT15 OF UNRECORDED PLAT OF STEELHEAD BEND).

PARCEL "B"

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼; THENCE NORTH 00°47'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1790.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'30" WEST 220.00 FEET; THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET; THENCE SOUTH 00°47'30" EAST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 220.00 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS TRACT16 OF UNRECORDED PLAT OF STEELHEAD BEND).

PARCEL "C"

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼; THENCE NORTH 00°47'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 2010.00 FEET; THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET; THENCE SOUTH 00°47'30" EAST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 269.48 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°19'42" EAST 415.81 FEET; THENCE SOUTH 00°33'37" WEST 1081.55 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 390.30; THENCE NORTH 00°37'40" WEST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1080.64 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING SOUTH OF A LINE DRAWN PARALLEL TO AND 548 FEET NORTH OF THE SOUTH LINE THEREOF, AS MEASURED ALONG THE WEST LINE OF SAID TRACT.

(ALSO KNOWN AS TRACT21 OF UNRECORDED PLAT OF STEELHEAD BEND).

PARCEL "D"

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼; THENCE NORTH 00°47'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 2010.00 FEET; THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET; THENCE SOUTH 00°47'30" EAST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 269.48 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°19'42" EAST 415.81 FEET; THENCE SOUTH 00°33'37" WEST 1081.55 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 390.30; THENCE NORTH 00°37'40" WEST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1080.64 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING NORTH OF A LINE DRAWN PARALLEL TO AND 548 FEET NORTH OF THE SOUTH LINE THEREOF, AS MEASURED ALONG THE WEST LINE OF SAID TRACT.

(ALSO KNOWN AS TRACT 22 OF UNRECORDED FLAT OF STEELHEAD BEND).

PARCEL "E"

A NON-EXCLUSIVE EASEMENT 100 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 33; THENCE SOUTH 89°25'29" WEST, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 1,000.00 FEET; THENCE SOUTH 03°00'16" WEST, 505 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE COUNTY ROAD KNOWN AS THE OLD DAY CREEK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED CENTERLINE; THENCE NORTH 03°00'16" EAST 505 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SAID SECTION 33; THENCE CONTINUING NORTH 03°00'16" EAST 250.43 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO SAID EAST-WEST CENTERLINE OF SECTION 33, A DISTANCE OF 420.00 FEET; THENCE NORTH 00°33'37" EAST 410.00 FEET; THENCE SOUTH 89°25'29" WEST, PARALLEL TO SAID EAST-WEST CENTERLINE OF SECTION 33, A DISTANCE OF 2,850 FEET TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE; EXCEPTING FROM SAID 100 FEET STRIP ANY PORTION LYING WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED TRACT 22.

ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER, UNDER AND UPON A TRACT OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 89°55'08" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33 A DISTANCE OF 990.00 FEET; THENCE NORTH 00°18'51" WEST PARALLEL WITH THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 660.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'51" WEST A DISTANCE OF 550.64 FEET; THENCE NORTH 53°25' WEST A DISTANCE OF 601.81 FEET TO THE TERMINUS OF SAID DESCRIBED LINE; EXCEPTING FROM SAID 60 FOOT STRIP THAT PORTION LYING WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED SOUTH 60 FEET AND THE WEST 30 FEET OF TRACT 22 AND WITHIN THE BOUNDARIES OF SAID ABOVE DESCRIBED TRACT 21.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.