



Skagit County Auditor \$79.00  
9/7/2016 Page 1 of 7 9:02AM

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW (D. Broyles)  
1660 Park Lane  
Burlington, WA 98233



**UTILITY EASEMENT**

**GRANTOR:** SKAGIT COUNTY, a political subdivision of the State of Washington  
**GRANTEE:** PUGET SOUND ENERGY, INC., a Washington corporation  
**ABBREVIATED LEGAL:** Parcel No. 1-2, Book 1051, Page 231, AFN 9202250077  
**ASSESSOR'S PROPERTY TAX PARCEL:** P38653 (XrefID: 350508-0-001-0005)

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **SKAGIT COUNTY**, a political subdivision of the State of Washington ("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:

A PARCEL OF LAND LOCATED IN TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS PARCEL 1-2, IN BOOK 1051, PAGE 231, UNDER AUDITOR'S FILE No. 9202250077, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

PARCEL No. 1-2, BEING THOSE PORTION OF SECTION 8 DESCRIBED AS THE WEST HALF, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PORTION OF THE WEST 25 RODS OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTHERLY OF COUNTY ROAD KNOWN AS M. HELMICK ROAD, EXCEPT THOSE PORTIONS SHOWN AS "CAMPUS SITE" AND CEMETERY SITE" ON THE SURVEY RECORDED UNDER AUDITOR'S FILE No. 9011130061.

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:

WITHIN THE STRIP OF LAND AS SHOWN IN "EXHIBIT B" AND AS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN IN "EXHIBIT A".

Veterans Park  
105080398/RW-095444  
Page 1 of 7

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 07 2016

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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 (herein "Grantee's systems").

Following the initial construction of all or a portion of Grantee's systems, Grantee may, from time to time, construct such additional facilities as it may require for such Grantee's 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 fully compensate and reimburse 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 which may unreasonably interfere with Grantee's systems. Grantee shall also have the right to control, on a continuing basis and by prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area which may unreasonably interfere with Grantee's systems.

**3. 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 which may unreasonably interfere with Grantee's systems located within the Easement Area and Grantor shall do no blasting within three hundred (300) feet of Grantee's systems within the Easement Area without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to save, defend, indemnify and hold Grantor (including Grantor's elected officials, officers, agents, and employees) harmless from and against any liability and damages 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.

**5. 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 Grantee's systems on the Easement Area within any period of time from the date hereof.

**6. 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.

**7. Governing Law; Venue.** This Easement agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement agreement shall be in Skagit County, State of Washington.

**GRANTEE:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PUGET SOUND ENERGY, INC., a Washington corporation

By: \_\_\_\_\_  
**Darby Broyles**, Supervisor Real Estate

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Darby Broyles**, as the **Supervisor Real Estate**, of Puget Sound Energy, Inc., a Washington corporation, is the person who appeared before me, and said person acknowledged that she was duly authorized to execute this instrument, and on oath stated that she executed the forgoing instrument as their free and voluntary act for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(SEAL)

Notary Public  
Print name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

GRANTOR:  
DATED this 6 day of September, 2016.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

ABSENT

\_\_\_\_\_  
Lisa Janicki, Chair

Ron Wesen

\_\_\_\_\_  
Ron Wesen, Commissioner

Kenneth A. Dahlstedt

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Kilgus  
Clerk of the Board

Authorization per Resolution # R20050224:

\_\_\_\_\_  
County Administrator

Recommended:

Bleen  
Department Head

Approved as to form:

[Signature] 8/24/16  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

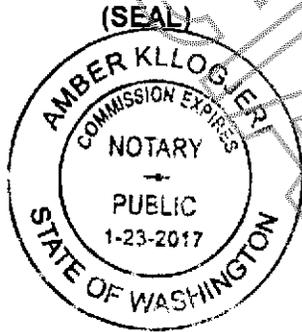
Approved as to budget:

Luisa Yagne  
Budget & Finance Director

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that ~~Lisa Janicki~~, Ron Wesen, and/or Kenneth A. Dahlstedt are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 4 day of September, 2016.



Amber Kllogjeri  
Notary Public  
print name: Amber Kllogjeri  
Residing at Mount Vernon  
My commission expires 1-23-2017

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION  
Situate in the County of Skagit, State of Washington

**Skagit Surveyors and Engineers**

806 Mercair St. Sedro-Woolley, WA 98284  
360.855.2121 360.855.1658(f)  
www.ssecconsultants.com

LEGAL DESCRIPTION  
FOR  
SKAGIT COUNTY PARKS AND RECREATION  
OF  
UTILITY EASEMENT

August 3, 2016

An easement for installation, operation and maintenance of utility lines, over, across and through that portion of the southeast quarter of the southwest quarter of Section 8, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the southeast corner of said subdivision; thence S 88°48'37"W along the south line of said subdivision, a distance of 296.34 feet; thence N 1°11'23"W, a distance of 23.07 feet to the point of beginning of this description; thence S 89°32'41"W, a distance of 24.78 feet; thence N 60°07'09"W, a distance of 20.17 feet; thence N 60°28'05"E, a distance of 337.330 feet to the west right of way line of Helmick Road; thence S 00°56'01"E along said right of way, a distance of 34.17 feet; thence S 60°28'05"W, a distance of 309.42 feet to the point of beginning.

Containing 9,954 square feet.

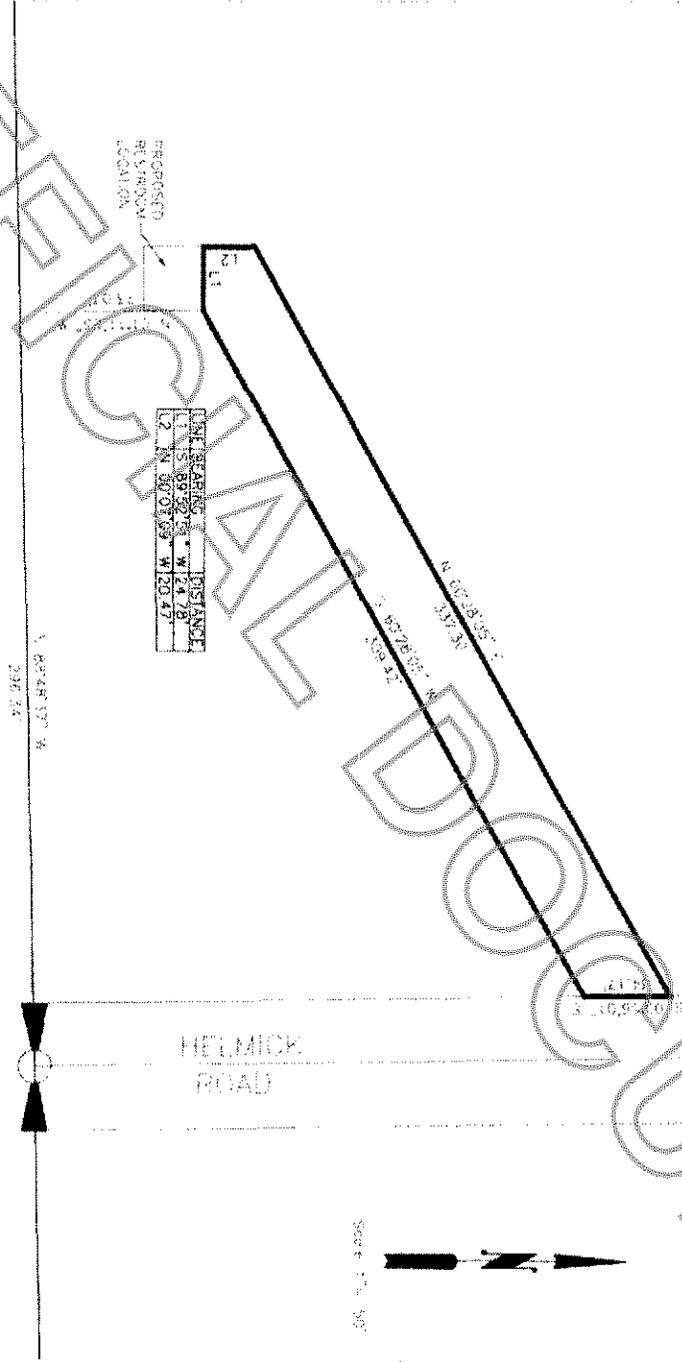
Situate in Skagit County, Washington.



**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF EASEMENT AREA**

SKAGIT SURVEYORS & ENGINEERS  
 806 METCALF ST.  
 SEDRO-WOODLEY, WA 98284  
 (360) 855-2121

**Easement Exhibit Map**  
 for  
**SKAGIT COUNTY PARKS**  
**AND RECREATION**



NO.	DATE	DESCRIPTION
1	5/20/08	W.M. 2047
2	8/20/09	W.M. 2047

HELMICK ROAD

