



201610140080

Skagit County Auditor \$78.00
10/14/2016 Page 1 of 6 10:52AM

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**

20164697
OCT 14 2016



Amount Paid \$ 95.59
Skagit Co. Treasurer
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

M9967

REFERENCE:

GRANTOR: **G & D WALLACE, INC.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GL 1, NW30-35N-04E, TGW PTN SW19-35N-04E**
ASSESSOR'S PROPERTY TAX PARCEL: **P38086 (350430-0-002-0007), P36881 (350419-0-005-0009), & P36880 (350419-0-004-0000)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **G & D WALLACE, INC.**, a Washington corporation ("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, along, across and through the real property described below ("Property" herein) in Skagit County, Washington, and Grantee hereby accepts said conveyance and agrees to the terms, conditions and covenants contained in this instrument.

The Property:

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:

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND 10 FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE EASTERLY MARGIN OF PULVER ROAD.

POLE STRUCTURES TO BE INSTALLED WITHIN THE WESTERLY THREE (3) FEET OF THE EASEMENT AREA.

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

1. **Purpose.** Grantee has an existing above-ground power distribution system along Pulver Road and wants to relocate its poles so that they are outside of Skagit County's road right of way. Grantor has represented to Grantee that the poles will not be placed more than 3 feet from the County Road right of way. The purpose of this easement is to allow Grantee to relocate said poles onto Grantor's property and to provide an easement for the protection and operation of its system. More particularly, Grantee may use the Easement Area to construct, operate, maintain, repair,

replace, improve, remove, and enlarge its above-ground utility system for the transmission, distribution and sale of electricity provided that the poles and other structures are located in the westerly 3 feet of the Easement Area. Such system may include, but is not limited to, 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.

Grantee may, from time to time, construct such additional above-ground facilities as it may require for such system, provided that those portions of the system on the ground will be located in the westerly 3 feet of the Easement Area. 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 covenants to compensate Grantor for any damage to the Property, Grantor's fences and other fixtures, drainage infrastructure or typical agricultural crops thereon (typical crops shall include crops commonly grown in the Skagit Valley such as potatoes, seed crops, berries, grain, cole crops, grass, and other similar crops and which shall be referred to herein as "crops") 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, provided that it compensates Grantor for the value of crops removed or damaged. 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 non-crop 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 crop farming, the grazing of livestock and any other purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, above ground 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. Notwithstanding the above, Grantor reserves the right to install agricultural structures such as fences (not to exceed 6 feet in height), underground drain tile, surface catch basins, underground water lines, valve boxes, and water meters, but any underground lines installed after the date of this Easement will be located at least 5' from any preexisting PSE pole or support.

5. Indemnity. Grantee covenants to indemnify, defend and hold Grantor harmless from and against any and all claims of damages or injury (including, but not limited to, attorney fees and court costs) which may be asserted against Grantor and arising out of Grantee's power distribution system or activities on or about the Easement Area pursuant to this Easement.

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. These terms shall be binding upon the successors and assigns of the respective parties.

DATED this 28th day of September, 2016.

GRANTOR:

G & D WALLACE, INC.,
A Washington corporation

BY: [Signature]

Jack R. Wallace

Secretary

ITS: [Signature]

GRANTEE:

PUGET SOUND ENERGY, INC.,
A Washington corporation

BY: [Signature]

ITS: Supervisor Real Estate

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 28th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jack R. Wallace, to me known to be the person who signed as Secretary, of G & D WALLACE, INC., the corporation 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 G & D WALLACE, INC., 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 G & D WALLACE, INC.

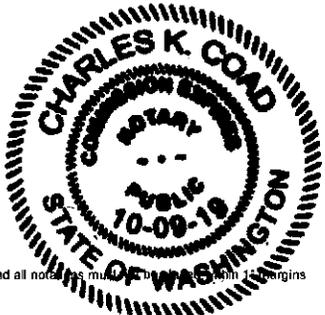
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

[Signature]

(Signature of Notary)
Charles K. Coad

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Snohomish, WA

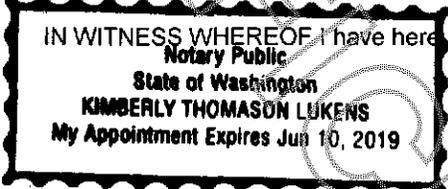
My Appointment Expires: 10/9/19



Notary seal, text and all notations must be within 1/2" margins

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

On this 3rd day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darby Broyles, Supervisor Pearl Estate of PUGET SOUND ENERGY, INC, the corporation 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 PUGET SOUND ENERGY, INC, 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 PUGET SOUND ENERGY, INC.



[Signature]
(Signature of Notary)
Kimberly Thomason Lukens
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit
my commission expires 6-10-2019

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

Parcel No. 1 (P38086, 350430-0-002-0007):

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTHWESTERLY OF THAT CERTAIN 100 FOOT RIGHT OF WAY CONVEYED TO PUGET SOUND POWER AND LIGHT COMPANY, A CORPORATION, BY DEED RECORDED SEPTEMBER 6, 1945 AS AUDITOR'S FILE NO. 382994; EXCEPT ROAD, AND EXCEPT RIGHT OF WAY OF DRAINAGE DITCH NO. 14.

Parcel No. 2 (P36881, 350419-0-005-0009):

GOVERNMENT LOT 4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.; EXCEPT ALL DITCH AND DIKE RIGHTS OF WAYS, AND ALSO EXCEPT THE AS-BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE WEST LINE THEREOF COMMONLY KNOWN AS PULVER ROAD.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel No. 3 (P36880, 350419-0-004-0000):

GOVERNMENT LOT 3 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT THE NORTH 25 FEET THEREOF FOR THE COOK COUNTY ROAD, A PORTION OF SAID ROAD BEING CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 797424, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND ALSO EXCEPT THE AS-BUILT AND EXISTING COUNTY ROAD RUNNING ALONG THE WEST LINE THEREOF COMMONLY KNOWN AS PULVER ROAD; AND ALSO EXCEPT ALL DITCH AND DIKE RIGHTS OF WAY.

UNOFFICIAL DOCUMENT

EXHIBIT "B"

