



Skagit County Auditor \$76.00  
10/31/2016 Page 1 of 4 4:27PM

SKAGIT COUNTY WASHING  
REAL ESTATE EXCISE TA

*Easement*  
OCT 31 2016

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

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By *Mdm* Deputy



GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

EASEMENT

*M4970*

REFERENCE:  
GRANTOR: **BILLY T. FARRAR**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Tract A, SP #81-76, and PTN GL 6, SW18-35N-07E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P42958 (350718-0-014-0105) & P42960 (350718-0-014-0303)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BILLY T. FARRAR** ("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.**

**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.

**NO COMPENSATION PAID**

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. 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.

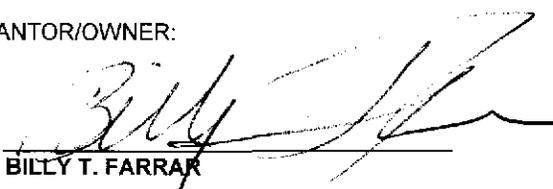
**4. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**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 its 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.

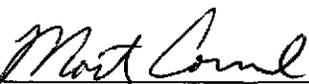
DATED this 25 day of OCTOBER, 2016.

GRANTOR/OWNER:

BY: 

BILLY T. FARRAR

PURCHASER ACKNOWLEDGEMENT:

BY: 

MARTY CONARD

EXHIBIT "A"  
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL A:

TRACT A, SKAGIT COUNTY SHORT PLAT #81-76, APPROVED JANUARY 10, 1977 AND RECORDED IN VOLUME 2 OF SHORT PLATS, PAGE 15, UNDER AUDITOR'S FILE NO. 848996, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 6, SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL B:

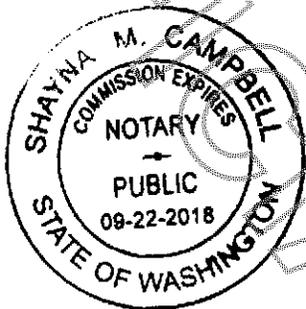
THAT PORTION OF GOVERNMENT LOT 6, SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18;  
THENCE SOUTH 88 DEGREES 51'23" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18 A DISTANCE OF 1,607.63 FEET;  
THENCE SOUTH 00 DEGREES 44'48" WEST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18 A DISTANCE OF 593.11 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 80 DEGREES 30'43" EAST A DISTANCE OF 2.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 668.51 FEET;  
THENCE ALONG THE ARC OF THE CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 14'04" A DISTANCE OF 72.74 FEET;  
THENCE SOUTH 03 DEGREES 12'13" WEST A DISTANCE OF 123.22 FEET TO A POINT ON A CURVE HAVING A RADIUS POINT BEARING NORTH 01 DEGREES 25'58" EAST A DISTANCE OF 895.26 FEET FROM SAID CURVE POINT;  
THENCE ALONG THE ARC OF THE CURVE IN A WESTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 05 DEGREES 40'21" A DISTANCE OF 88.63 FEET;  
THENCE NORTH 09 DEGREES 26'17" EAST A DISTANCE OF 126.52 FEET TO THE TRUE POINT OF BEGINNING.

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 25<sup>th</sup> day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BILLY T. FARRAR**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Shayna M Campbell  
(Signature of Notary)

Shayna M Campbell  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon  
My Appointment Expires: 09/22/2018

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