



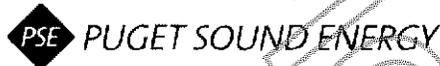
Skagit County Auditor \$77.00  
1/30/2017 Page 1 of 5 3:58PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Darby Broyles  
1660 Park Lane  
Burlington, WA 98233

*Easement*  
JAN 30 2017

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT

*M4975*  
ACCOMMODATION RECORDING ONLY

REFERENCE #: **LEONARD JOHNSON and MAGDALEN BALDASSANO**  
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**  
GRANTEE (PSE): **Section 12, Township 34 North, Range 1 East; Ptn. Govt. Lot 4**  
SHORT LEGAL: **P19229 (340112-4-014-0009)**  
ASSESSOR'S PROPERTY TAX PARCEL:

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LEONARD JOHNSON and MAGDALEN BALDASSANO, 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:  
An Easement Area 10 feet in width having 5 feet of such width 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 18 day of Jan, 2017.

OWNERS:

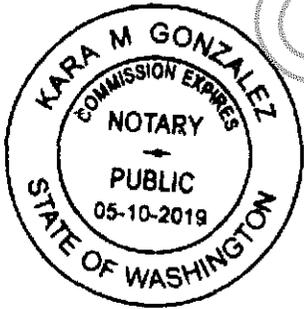
By: Leonard Johnson  
LEONARD JOHNSON

By: Magdalen Baldassano  
MAGDALEN BALDASSANO

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) SS

On this 18<sup>th</sup> day of January, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LEONARD JOHNSON and MAGDALEN BALDASSANO**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



[Handwritten Signature]  
(Signature of Notary)  
Kara M. Gonzalez  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of Washington, residing  
at Burlington  
My Appointment Expires: 5-10-19

**EXHIBIT A**

THOSE PORTIONS OF GOVERNMENT LOT 4, SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT;  
THENCE SOUTH ON THE WEST LINE OF SAID LOT, 660 FEET;  
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 321.5 FEET;  
THENCE NORTH TO THE NORTH LINE OF SAID LOT;  
THENCE WEST TO THE POINT OF BEGINNING,

THAT PORTION OF GOVERNMENT LOT 4, SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET SOUTH AND 346.5 FEET EAST OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL B AS CONVEYED TO HARRY HAUGLAND AND RUTH J. HAUGLAND, HUSBAND AND WIFE, IN DEED RECORDED MAY 23, 1968, UNDER AUDITOR'S FILE NO. 713954, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE EAST A DISTANCE OF 15.3 FEET, MORE OR LESS, TO AN EXISTING NORTH-SOUTH FENCE LINE;  
THENCE NORTHERLY ALONG SAID FENCE LINE, SAID FENCE LINE EXTENDED, A DISTANCE OF 658.9 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID GOVERNMENT LOT 4;  
THENCE WESTERLY ALONG SAID NORTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 26.9 FEET, MORE OR LESS TO A POINT 321.5 FEET, FROM THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;  
THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 660.00 FEET;  
THENCE EAST A DISTANCE OF 25.35 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXCEPT** THAT PORTION OF THE FOLLOWING DESCRIBED PORTION OF SAID GOVERNMENT LOT 4:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12;  
THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 1/2 EXTENDED 5.3 FEET, MORE OR LESS, TO AN EXISTING EAST-WEST WIRE FENCE LINE;  
THENCE WESTERLY ALONG THE EXISTING WIRE FENCE LINE, A DISTANCE OF 317 FEET, MORE OR LESS TO AN EXISTING FENCE CORNER;  
THENCE NORTH ON AN EXTENSION OF THE WIRE FENCE LINE HEADING SOUTH A DISTANCE OF 15.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID WEST 1/2;  
THENCE SOUTH 86 ° 55'50" EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 317.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**EXCEPT** THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4;  
THENCE SOUTH ON THE WEST LINE OF SAID LOT 4, SOUTH 0° 24'26" WEST, A DISTANCE OF 466.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH ON SAID WEST LINE SOUTH 0° 24'26" WEST, A DISTANCE OF 194.00 FEET;  
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO AN EXISTING WIRE FENCE LINE SOUTH 86 ° 55'50" EAST A DISTANCE OF 41.84 FEET;  
THENCE NORTH ALONG THE EXISTING WIRE FENCE LINE NORTH 0° 07'12" WEST, A DISTANCE OF 195.95 FEET TO A POINT EAST OF THE EXTENSION OF THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO KURT K. PETRICH AND CYNTHIA S. PETRICH, HUSBAND AND WIFE, AS RECORDED UNDER AUDITOR'S FILE NO. 9905260311;  
THENCE WEST ON SAID NORTH LINE EXTENSION NORTH 89°35'34" WEST 40.00 FEET TO THE WEST LINE OF GOVERNMENT LOT 4, THE TRUE POINT OF BEGINNING.

**AND EXCEPT ANY PORTION, IF ANY, AS CONVEYED TO JANINE BABICH AND WILLIAM LEE CONRY, WIFE AND HUSBAND, BY STATUTORY WARRANTY DEED, DATED AUGUST 1, 2008, RECORDED AUGUST 5, 2008 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200808050058.**

**AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT AS RECORDED UNDER AUDITOR'S FILE NUMBER 201507100069.**

COMMENCING AT THE NORTHEWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., THENCE S 00°24'26" W ALONG THE WEST LINE THEREOF, A DISTANCE OF 466.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 89°35'34" E, A DISTANCE OF 40.00 FEET; THENCE N 00°07'12" W, A DISTANCE OF 16.93 FEET; THENCE N 86°34'54" W, A DISTANCE OF 39.90 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE S 00°24'26" W, A DISTANCE OF 19.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN EASEMENT DECLARATION RECORDED MARCH 17, 2009 UNDER AUDITOR'S FILE NUMBER 200903170101, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

SITUATE WITHIN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.