



Skagit County Auditor \$77.00
3/6/2017 Page 1 of 5 3:36PM

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
MAR 06 2017

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



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
m4486

EASEMENT

REFERENCE #:
GRANTOR (Owner): EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA, & EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn NW 1/4 of SE 1/4, 25-351 E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P32057 (350125-0-075-0009), P32055 (350125-0-073-0001), & P32056 (350125-0-074-0000)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA and EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA ("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.

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 (only as needed to operate the electrical system); 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.

NO COMPENSATION PAID

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 14th day of February, 2017.

OWNER: As to Parcel P32057,

EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA

By: Matt Collier **MATT COLLIER**
Corporate Alternate Signer

OWNER: As to Parcels P32055 & P32056,

EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA

By: Matt Collier **MATT COLLIER**
Corporate Alternate Signer

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga

On this 14 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Ohio, duly commissioned and sworn, personally appeared MATT COLLIER, to me known to be the person(s) who signed as **Corporate Alternate Signer**, of **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA** the company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN IRA**.

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

[Signature]
(Signature of Notary)



MONICA KETCHAM
Notary Public, State of Ohio
My Commission Expires
December 25, 2019

MONICA KETCHAM
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Ohio
residing at London

My Appointment Expires: Dec. 25, 2019

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga

On this 14 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Ohio, duly commissioned and sworn, personally appeared MATT COLLIER, to me known to be the person(s) who signed as **Corporate Alternate Signer**, of **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA** the company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **EQUITY TRUST COMPANY CUSTODIAN FBO THOMAS L. ALLEN SEP-IRA**.

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

[Signature]
(Signature of Notary)
MONICA KETCHAM



MONICA KETCHAM
Notary Public, State of Ohio
My Commission Expires
December 25, 2019

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Ohio
residing at London

My Appointment Expires: Dec. 25, 2019

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL P32057 (360125-0-075-0009):

PARCEL "A": A TRACT OF LAND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40.0 FEET SOUTH AND 155.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION 70.0 FEET;
THENCE SOUTH 00°19'30" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 255.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SUMMER STREET (NOW VACATED) AS SHOWN ON THE "PLAT OF GRAY'S 2ND ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE EAST ALONG THE NORTH LINE OF SAID VACATED SUMMER STREET 70.0 FEET;
THENCE NORTH 00°19'30" EAST 255.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B": A TRACT OF LAND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40.0 FEET SOUTH AND 225.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION 70.0 FEET;
THENCE SOUTH 00°19'30" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 255.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SUMMER STREET (NOW VACATED) AS SHOWN ON THE "PLAT OF GRAY'S 2ND ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE EAST ALONG THE NORTH LINE OF SAID VACATED SUMMER STREET 70.0 FEET;
THENCE NORTH 00°19'30" EAST 255.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C": A TRACT OF LAND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 295.3 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION 155 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO WILLIAM F. GALLAGHER BY DEED RECORDED JUNE 10, 1956, UNDER AUNTOR'S FILE NO. 537557, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE WEST ALONG THE SOUTH LIEN OF SAID GALLAGHER TRACT, 125 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT PORTION OF SUMMER STREET IN THE "PLAT OF GRAY'S 2ND ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 00°10'30" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 35.01 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID VACATED SUMMER STREET;
THENCE EAST ALONG THE SOUTH LIEN OF SAID VACATED SUMMER STREET, 125 FEET, MORE OR LESS TO A POINT DUE SOUTH OF THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°19'30" EAST 35.01 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL P32055 (350125-0-073-0001):

A TRACT OF LAND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 40.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 70.0 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 00°19'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 255.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SUMMER STREET (NOW VACATED) AS SHOWN ON THE "PLAT OF GRAY'S 2ND ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE WEST ALONG THE NORTH LINE OF SAID VACATED SUMMER STREET, 85.0 FEET;
THENCE NORTH 00°19'30" EAST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 255.3 FEET;
THENCE EAST 85.0 FEET TO THE TRUE POINT OF BEGINNING.**

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL P32056 (350125-0-074-0000):

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 38TH STREET AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE WEST ALONG THE SOUTH LINE OF 38TH STREET, A DISTANCE OF 70 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT PROPERTY CONVEYED TO CYNTHIA L. DOLMAN BY INSTRUMENT RECORDED AUGUST 20, 2004, UNDER AUDITOR'S FILE NO. 200408200109, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 00°19'30" WEST ALONG THE EAST LINE OF THE DOLMAN TRACT, A DISTANCE OF 255.3 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BROADVIEW ADDITION SUBDIVISION;
THENCE EAST ALONG THE NORTH LINE OF BROADVIEW ADDITION, A DISTANCE OF 70 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 00°13'30" EAST ALONG SAID LINE, A DISTANCE OF 255.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF 38TH STREET AND THE TRUE POINT OF BEGINNING.**

SITUATE IN SKAGIT COUNTY, WASHINGTON.