

UNRECORDED



Skagit County Auditor
3/17/2017 Page

1 of 4 3:36PM \$76.00

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right-of-Way
1680 Park Lane
Burlington, WA 98233



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

MAF

REFERENCE #:
GRANTOR (Owner): **ANN D. BARSHNEY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LTS 18-22, BLK 82, Townsite of Gibraltar TGW VAC ST & ALLEY**
ASSESSOR'S PROPERTY TAX PARCEL: **P73567 (4109-082-022-0004)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ANN D. BARSHNEY**, an unmarried woman ass her separate estate ("Owner" herein), hereby grants and conveys, including any after-acquired title 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; 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

14715 Hoxie Lane
RW-099541/WO# 105083963
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NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
MAR 17 2017

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

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 28 day of February, 2017.

OWNER:

By: Ann D. Barshney

ANN D. BARSHNEY

STATE OF WASHINGTON)
COUNTY OF Skiagit) SS

On this 28th day of February, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANN D. BARSHNEY, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.

DARLA T. SIMPSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 25, 2020

Darla T Simpson
(Signature of Notary)

Darla T. SIMPSON
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at 1004 COMIL AVE. Anacortes

My Appointment Expires: Oct 25 2020

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A":

LOTS 18 THROUGH 22, INCLUSIVE, BLOCK 82, "PLOT OF THE TOWNSITE OF GIBRALTER, SKAGIT CO., WASHINGTON, U.S.A.," ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON;

PARCEL "B":

TOGETHER WITH THE FOLLOWING VACATED STREET AND ALLEY.

THE NORTH ½ OF ILLINOIS STREET AS PLATTED, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 82 OF SAID PLAT AND SOUTHERLY TO THE EXTENSION OF THE EAST LINE OF LOT 22, BLOCK 82 OF SAID PLAT, BOTH LINES ARE EXTENDED TO THE CENTERLINE OF ILLINOIS STREET AS PLATTED.

THE SOUTH ½ OF ALLEY AS SHOWN IN BLOCK 82 OF SAID PLAT LYING BETWEEN THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 18 IN BLOCK 82 OF SAID PLAT AND THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 22 IN BLOCK 82 OF SAID PLAT, BOTH LINES ARE EXTENDED TO THE CENTERLINE OF SAID ALLEY AS PLATTED.

PARCEL "C":

ALSO TOGETHER WITH ANY AFTER-ACQUIRED TITLE IN THAT PORTION OF THE UNOPENED RIGHT OF WAY ADJOINING THE WESTERLY LINE OF THE ABOVE-DESCRIBED PARCELS "A" AND "B".