



201705300168

Skagit County Auditor

\$77.00

5/30/2017 Page

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5 2:16PM

RETURN ADDRESS:

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M10022

REFERENCE #:**GRANTOR (Owner):****JAMES P. JACOBS and ELIZABETH JACOBS****GRANTEE (PSE):****PUGET SOUND ENERGY, INC.****SHORT LEGAL:****PTN LTS 1 & 3, SP NO. 127-79 (SE31-35N-02E)****ASSESSOR'S PROPERTY TAX PARCEL:** P33416 (350231-4-004-0206)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JAMES P. JACOBS and ELIZABETH JACOBS**, 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: 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.

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

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. *In the exercise of the rights herein granted*, 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 24 day of MAY, 2017.

OWNER:

By: James P. Jacobs
JAMES P. JACOBS

By: Elizabeth Jacobs
ELIZABETH JACOBS

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

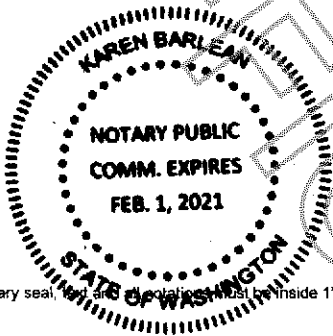
MAY 30 2017

Amount Paid \$
Skagit Co. Treasurer
By MB Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF Skiagit)

On this 8th day of May, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES P. JACOBS and ELIZABETH JACOBS**, 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.



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes

My Appointment Expires: 2-1-21

Notary seal, signature and date of notation must be inside 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A":

LOT 3, SKAGIT COUNTY SHORT PLAT No 127-79, AS APPROVED NOVEMBER 19, 1982, AND RECORDED NOVEMBER 19, 1982, IN VOLUME 6 OF SHORT PLATS, PAGES 32 AND 33; UNDER AUDITOR'S FILE No. 8211190004, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.;

EXCEPT FROM SAID LOT 3, THOSE PORTIONS DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 1 DEGREE 32'51" EAST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 233.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 32'51" EAST, CONTINUING ALONG SAID WEST LINE OF LOT 3, A DISTANCE OF 293.44 FEET; THENCE SOUTH 46 DEGREES 36'05" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 471.14 FEET; THENCE SOUTH 26 DEGREES 33'42" WEST A DISTANCE OF 12.54 FEET; THENCE NORTH 46 DEGREES 36'05" WEST, PARALLEL WITH SAID NORTHEASTERLY LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 69 DEGREES 00'04" WEST A DISTANCE OF 229.07 FEET TO THE TRUE POINT OF BEGINNING.

2. BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 3; THENCE NORTH 88 DEGREES 36'37" WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 170.34 FEET; THENCE NORTH 1 DEGREE 27'21" EAST A DISTANCE OF 153.27 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 46 DEGREES 36'05" EAST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 229.02 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THAT PORTION OF LOT 1 OF SHORT PLAT No. 127-79, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 32, UNDER AUDITOR'S FILE No. 8211190004, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 46 DEGREES 36'05" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 49.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 46 DEGREES 36'05" WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 86.46 FEET; THENCE NORTH 26 DEGREES 33'42" EAST A DISTANCE OF 12.74 FEET; THENCE SOUTH 53 DEGREES 08'59" EAST A DISTANCE OF 72.26 FEET; THENCE SOUTH 1 DEGREE 27'21" WEST A DISTANCE OF 27.47 FEET TO OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"
(DIAGRAM)

