

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate Department
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



201707110050

Skagit County Auditor

\$76.00

7/11/2017 Page

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4 2:08PM

PSE PUGET SOUND ENERGY

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**
2017 3145
JUL 11 2017

EASEMENT

REFERENCE #:

GRANTOR (Owner):

BRYAN ESTES AND GAIL ESTES

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN OF THE SW1/4 OF SEC 17, TWN 36N, RGE 4E, W.M.

ASSESSOR'S PROPERTY TAX PARCELS: 360417-3-005-0004 and 360417-3-005-0103

Amount Paid \$ 38.71
Skagit Co. Treasurer
By *Mam* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **BRYAN ESTES AND GAIL ESTES, A MARRIED COUPLE** ("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

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:

SEE EXHIBIT B - ATTACHED HERETO

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:

a. Overhead facilities. Poles 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.

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. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. 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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. **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.

6. **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.

7. **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.

8. **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 12th day of June, 2017.

OWNER:

BY: Bryan Estes
BRYAN ESTES

BY: Gail Estes
GAIL ESTES

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 12th day of June, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRYAN ESTES AND GAIL ESTES**, to me known to be the individuals 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.

Keith M. Witter
(Signature of Notary)

KEITH M. WITTER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at ALGER
My Appointment Expires: 03-01-2019

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



EXHIBIT A - LEGAL DESCRIPTION

A-41 ESTES

Per Statutory Warranty Deed, Auditor's File Number 201408180120:

That portion of the Southwest 1/4 of Section 17, Township 36 North, Range 4 East, W.M., more particularly described as follows:

COMMENCING at the southwest corner of said Section 17;

Thence South 89° 05' 13" East, along the south line of said Section 17, 833.37 feet to an intersection with the westerly margin of L. M. Abbey (Friday Creek) County Road;

Thence North 15° 02' 00" West, along said westerly margin, 804.10 feet;

Thence South 74° 58' 00" West, at right angles to said westerly margin, 617.93 feet to the west line of said Southwest 1/4 of Section 17;

Thence North 2° 39' 00" East, along said west line of the Southwest 1/4, 250.00 feet;

Thence continue North 2° 39' 00" East, along said west line, 204.82 feet to the **TRUE POINT OF BEGINNING**;

Thence continue North 2° 39' 00" East, along said west line, 453.87 feet to a point that is South 2° 39' 00" West, 1171.69 feet from the west 1/4 corner of said Section 17;

Thence North 75° 12' 19" East, 341.91 feet to the westerly margin of said L.M. Abbey County Road;

Thence South 15° 02' 00" East, along said westerly margin, 431.00 feet to a point that is North 74° 58' 00" East from the true point of beginning;

Thence South 74° 58' 00" West, 479.77 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Skagit, State of Washington.



HARMSEN & ASSOCIATES INC.
603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273
(360) 336-9199 - (888) 794-7811
WWW.HARMSENINC.COM

PREPARED FOR:
PUGET SOUND ENERGY

| | |
|---------|----------|
| JOB NO. | DATE: |
| 15-123 | MAY 2017 |

EXHIBIT B - EASEMENT DESCRIPTION

A-41 ESTES

A strip of land in the Southwest 1/4 of Section 17, Township 36 North, Range 4 East, W.M., being the northeasterly 10 feet of that property herein described as **Exhibit A**, lying parallel with, adjacent to, and measured at right angles from the southwesterly right-of-way margin of Friday Creek Road (also known as L.M. Abbey Road).

The side lines of said strip are to be prolonged or shortened to fit within the confines of said parcel described in **Exhibit A**.

A sketch is attached as **Exhibit C** and by reference thereto is made a part hereof.

Situate in the County of Skagit, State of Washington.



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