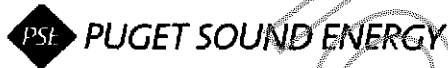




Skagit County Auditor \$75.00  
7/11/2017 Page 1 of 3 3:29PM

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

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY



**EASEMENT**

M 10037  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 11 2017

REFERENCE #:  
GRANTOR (Owner): **Leif Erikson Recreation Association, Inc.**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN SE 1/4 Section 24-33N 04E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P17179 (330424-4-002-0009)**

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

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Leif Erikson Recreation Association**, non-profit corporation under the laws of the State of Washington ("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:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;  
EXCEPT THE NORTH 60 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M.;

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 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 June, 2017.

OWNER:

**Leif Erikson Recreation Association,**  
A non-profit corporation

By Jody Kornelius  
Barbara (Jody) Kornelius

Its: **President**

STATE OF WASHINGTON )  
 )  
 ) SS  
COUNTY OF Snohomish )

On this 28 day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara Komeliusen, to me known to be the person who signed as President, of Leif Erikson Recreation Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of Leif Erikson Recreation Association for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said Leif Erikson Recreation Association.

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

**Mackenzie Norberg**  
**Notary Public**  
**State of Washington**  
**Commission Expires June 15, 2021**

Mackenzie Norberg  
(Signature of Notary)  
Mackenzie Norberg  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Snohomish

My Appointment Expires: July June 15, 2021  
mn

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