



Skagit County Auditor \$77.00  
7/17/2017 Page 1 of 5 2:02PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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

JUL 17 2017

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy



GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

M10042

REFERENCE #:  
GRANTOR (Owner): **G & D WALLACE, INC.**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 2, NW30-35N-04E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P38088 (350430-0-004-0005)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **G & D WALLACE, INC.**, a Washington Corporation ("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, GENERALLY LOCATED IN THE SOUTHWESTERLY CORNER.**

**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:

**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.

NO COMPENSATION PAID

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, 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.

**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 29<sup>th</sup> day of June, 2017

OWNER:

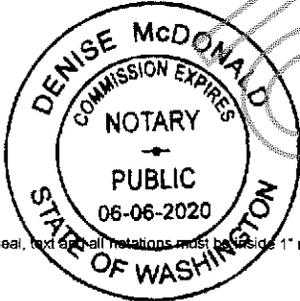
G & D WALLACE, INC., A WASHINGTON CORPORATION

By:   
Jack R. Wallace, Secretary  
Norm Wallace, Vice President

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Norm Wallace Jack R. Wallace, to me known to be the person who signed as Secretary of **G & D WALLACE, INC.**, the 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 **G & D WALLACE, INC.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **G & D WALLACE, INC.**

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



Denise McDonald  
(Signature of Notary)

Denise McDonald  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at 21027 Buison Rd, Mt Vernon WA 98274

My Appointment Expires: 6-6-2020

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

EXHIBIT "A"  
(REAL PROPERTY DESCRIPTION)

UNCORRECTED  
THAT PORTION OF GOVERNMENT LOT 2 WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING SOUTHWESTERLY OF THAT CERTAIN 100 FOOT RIGHT OF WAY CONVEYED TO PUGET SOUND POWER AND LIGHT COMPANY, A CORPORATION, BY DEED RECORDED SEPTEMBER 6, 1945 AS AUDITOR'S FILE NO. 382994, EXCEPT ROAD, EXCEPT RIGHT OF WAY OF DRAINAGE DISTRICT NO. 14, AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 30;  
THENCE SOUTH 88°51'18" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 1247.38 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;  
THENCE NORTH 1°08'42" EAST, A DISTANCE OF 275 FEET;  
THENCE SOUTH 88°51'18" EAST, A DISTANCE OF 160 FEET;  
THENCE NORTH 69°52'44" EAST, A DISTANCE OF 63.08 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN TRACT CONVEYED TO GEORGE WALLACE, ET UX AND ET AL, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 673949;  
THENCE NORTH 42°46'33" WEST ALONG THE SOUTHWESTERLY LINE OF SAID WALLACE TRACT, A DISTANCE OF 235.82 FEET;  
THENCE NORTH 47°13'27" EAST ALONG THE NORTHWESTERLY LINE OF SAID WALLACE TRACT, A DISTANCE OF 287.51 FEET TO THE WESTERLY LINE OF THAT CERTAIN 100 FOOT RIGHT OF WAY CONVEYED TO PUGET SOUND POWER AND LIGHT COMPANY BY DEED RECORDED SEPTEMBER 6, 1945 AS AUDITOR'S FILE NO. 382994;  
THENCE SOUTH 42°46'33" EAST ALONG SAID PUGET SOUND POWER AND LIGHT COMPANY RIGHT OF WAY LINE, A DISTANCE OF 926.24 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;  
THENCE NORTH 88°51'18" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 904.79 FEET TO THE TRUE POINT OF BEGINNING FOR THIS EXCEPTION.

EXHIBIT "B"

