



201708280235

Skagit County Auditor

\$78.00

8/28/2017 Page

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5 2:03PM

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 28 2017

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



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

M10052

REFERENCE:

GRANTOR: Lumina-Palmer

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Ptn SW12-34N-01E

ASSESSOR'S PROPERTY TAX PARCEL: P19253 (340112-00-032-0106); P19252 (340112-0-032-0007);
P125343 (340112-3-001-0200)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LUKE ANTHONY PAUL LUMINA, THELMA LOIS PALMER-LUMINA AND DENNIS WAYNE PALMER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP ("Grantors" herein), hereby convey and warrant to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("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 Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, towers 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.

No monetary consideration paid

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 15TH day of AUGUST, 2017.

GRANTORS:

BY: Luke Anthony Paul Lumina
Luke Anthony Paul Lumina

BY: Thelma Lois Palmer-Lumina
Thelma Lois Palmer-Lumina

BY: Dennis Wayne Palmer
Dennis Wayne Palmer

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 15TH day of AUGUST, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Dennis Wayne Palmer and Thelma Lois Palmer-Lumina**, 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.

Notary Public
State of Washington
LIA M COLEMAN
Appointment Expires Aug. 25, 2019

Lia M Coleman
(Signature of Notary)
LIA M COLEMAN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON
My Appointment Expires: 8-25-2019

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 15TH day of AUGUST, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Luke Anthony Paul Lumina**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

Notary Public
State of Washington
LIA M COLEMAN
Appointment Expires Aug. 25, 2019

Lia M Coleman
(Signature of Notary)
LIA M COLEMAN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON
My Appointment Expires: 8-25-2019

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING 566 FEET WEST AND 466 FEET SOUTH OF THE CENTER OF SAID SECTION 12;
THENCE SOUTH 460 FEET,
THENCE EAST 100 FEET;
THENCE NORTH TO A POINT EAST OF THE POINT OF BEGINNING;
THENCE WEST TO THE POINT OF BEGINNING,**

EXCEPT COUNTY ROAD RIGHTS OF WAY.

TOGETHER WITH THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT 566 FEET WEST AND 466 FEET SOUTH OF THE CENTER ¼ CORNER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST W.M.;
THENCE NORTH 00°52'00" WEST PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 12, A DISTANCE OF 24 FEET, MORE OR LESS, TO AN EAST-WEST FENCE SHOWN ON THAT CERTAIN SURVEY FILED UNDER AUDITOR'S FILE NO. 200307310093;**

THENCE WESTERLY ALONG SAID FENCE, A DISTANCE OF 20 FEET, MORE OR LESS TO AN INTERSECTION WITH A NORTH-SOUTH FENCE SHOWN ON SAID SURVEY;

THENCE SOUTHERLY ALONG SAID NORTH-SOUTH FENCE, A DISTANCE OF 456 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE CAMPBELL LAKE ROAD;

THENCE NORTH 00°52' 00" WEST, A DISTANCE OF 430.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

BEGINNING AT A POINT 466 FEET WEST AND 466 FEET SOUTH OF THE CENTER QUARTER CORNER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.: THENCE S 87°13'21" E PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1.5 FEET, MORE OR LESS, TO THE FENCE SHOWN ON THAT CERTAIN SURVEY FILED UNDER AUDITOR'S FILE NO. 200307310093; THENCE SOUTHERLY ALONG SAID FENCE, A DISTANCE OF 110 FEET, MORE OR LESS, TO AN EXISTING DRIVEWAY; THENCE CONTINUING SOUTHERLY ACROSS SAID DRIVEWAY, A DISTANCE OF 28 FEET, MORE OR LESS TO THE END OF A NORTH-SOUTH FENCE, THENCE SOUTHERLY ALONG THE FENCE LAST MENTIONED, A DISTANCE OF 174 FEET, MORE OR LESS, TO A FENCE CORNER AT AN EXISTING DRIVEWAY; THENCE CONTINUING SOUTHERLY ACROSS THE DRIVEWAY LAST MENTIONED, A DISTANCE OF 50 FEET, MORE OR LESS, TO END OF A NORTH-SOUTH FENCE; THENCE CONTINUING SOUTHERLY ALONG THE FENCE LAST MENTIONED, A DISTANCE OF 100 FEET, MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF THE CAMPBELL LAKE ROAD; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 9.7 FEET, MORE OR LESS TO A POINT ON SAID RIGHT OF WAY LINE THAT LIES S 00°52'00" E OF THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 00°52'00" W, A DISTANCE OF 455.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 2,560 SQUARE FEET, MORE OR LESS.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B

EASEMENT AREA

The East twelve (12) feet of the following described real property:

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

Beginning 566 feet West and 466 feet South of the center of said Section 12;

thence South 460 feet;

thence East 100 feet;

thence North to a point East of the point of beginning;

thence West to the point of beginning,

EXCEPT County road rights of way.

TOGETHER WITH that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at a point 566 feet West and 466 feet South of the center $\frac{1}{4}$ corner of Section 12, Township 34 North, Range 1 East W.M.;

thence North $00^{\circ}52'00''$ West parallel with the East line of the Southwest $\frac{1}{4}$ of said Section 12, a distance of 24 feet, more or less, to an East-West fence shown on that certain survey filed under Auditor's File No. 200307310093;

thence Westerly along said fence, a distance of 20 feet, more or less to an intersection with a North-South fence shown on said survey;

thence Southerly along said North-South fence, a distance of 456 feet, more or less, to the North right of way line of the Campbell Lake Road;

thence North $00^{\circ}52'00''$ West, a distance of 430.30 feet, more or less, to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

Beginning at a point 466 feet west and 466 feet south of the center quarter corner of Section 12, Township 34 North, Range 1 East, W.M.: thence S $87^{\circ}13'21''$ E parallel with the north line of the southwest quarter of said section 12, a distance of 1.5 feet, more or less, to the fence shown on that certain survey filed under Auditor's File No. 200307310093; thence southerly along said fence, a distance of 110 feet, more or less, to an existing driveway; thence continuing southerly across said driveway, a distance of 28 feet, more or less to the end of a north-south fence, thence southerly along the fence last mentioned, a distance of 174 feet, more or less, to a fence corner at an existing driveway; thence continuing southerly across the driveway last mentioned, a distance of 50 feet, more or less, to end of a north-south fence; thence continuing southerly along the fence last mentioned, a distance of 100 feet, more or less to the north right of way line of the Campbell Lake Road; thence westerly along said right of way line, a distance of 9.7 feet, more or less to a point on said right of way line that lies S $00^{\circ}52'00''$ E of the point of beginning of this description; thence N $00^{\circ}52'00''$ W, a distance of 455.88 feet to the point of beginning of this description.

Containing 2,560 square feet, more or less.

Situated in Skagit County, Washington.