



Skagit County Auditor
11/9/2017 Page

1 of 3 3:40PM
\$76.00

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate Dept. / JAS
P.O. Box 97034, PSE-10S
Bellevue, WA 98009-9734

Land Title and Escrow

01-164551-0E



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 09 2017

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

EASEMENT AGREEMENT

GRANTOR: Puget Sound Energy, Inc.
GRANTEE: The Estate of Lloyd Remington
SHORT LEGAL: Portion of NW 03-35N-03E
ASSESSOR'S PROPERTY TAX PARCEL: P33732

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 7th day of November, 2017, by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and **The Estate of Lloyd Remington** ("Grantee").

RECITALS

A. PSE owns certain real property in the County of Skagit, State of Washington, which real property is legally described as follows (the "PSE Parcel"):

THAT PORTION OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., BEING A STRIP OF LAND 100 FEET WIDE, LYING SOUTHWEST OF, PARALLEL TO, AND ADJOINING THE SOUTHWEST MARGIN OF CHUCKANUT DRIVE.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. Grantee owns certain real property adjacent to the PSE Parcel, which real property is legally described as follows (the "Grantee Parcel"):

LOTS 1 AND 2 OF SHORT PLAT NO. 32-81, APPROVED MAY 28, 1981, RECORDED MAY 28, 1981, IN BOOK 5 OF SHORT PLATS, PAGE 74, UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 8105280024, AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., AND OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

C. Grantee desires a perpetual easement on, over, under and across a portion of the PSE Parcel and PSE is willing to grant and convey such an easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Grant of Easement. PSE hereby grants and conveys to Grantee a non-exclusive perpetual easement on, over, under and across that portion of the PSE Parcel described as follows (the "Easement Area"):

THE SOUTH 30 FEET OF THE NORTH 36 FEET OF THE ABOVE DESCRIBED PSE PARCEL, AS APPROXIMATELY SHOWN ON THE ATTACHED EXHIBIT "A".

2. Grantee's Use of the Easement Area. Grantee may use the Easement Area to construct, operate, maintain, repair, replace, improve, and remove an access road to provide ingress, egress, and utilities to all or any portion of the Grantee Parcel.

3. PSE's Use of the Easement Area. PSE reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.

4. Cost of Maintenance. PSE shall not be responsible for costs relating to the maintenance of the Easement Area. Said costs shall be the responsibility of the Grantee.

5. Successors and Assigns. This Agreement shall be recorded in the records of the Skagit County Auditor and shall remain a perpetual easement that runs with the land and is binding on the PSE Parcel and the Grantee Parcel and the successors and assigns of the parties hereto.

6. Entire Agreement. This Agreement represents the entire understanding between the parties hereto and may not be amended or revised except in writing signed by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

PSE: Puget Sound Energy, Inc.

By: Brett Bolton
Brett Bolton, Manager Real Estate

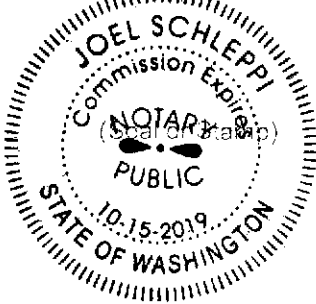
Grantee: The Estate of Lloyd Remington

By: Sharon Thompson
Sharon Thompson, Personal Representative

State of Washington
County of King

On this 7th day of November, 2017, before me, the undersigned, personally appeared Brett Bolton, to me known to be the Manager Real Estate of Puget Sound Energy, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.



Joel Schleggi
Print Name Joel Schleggi
Notary Public in and for the State of Washington, residing at Bothell, WA
My commission expires 10/15/2019

State of Washington
County of Skagit

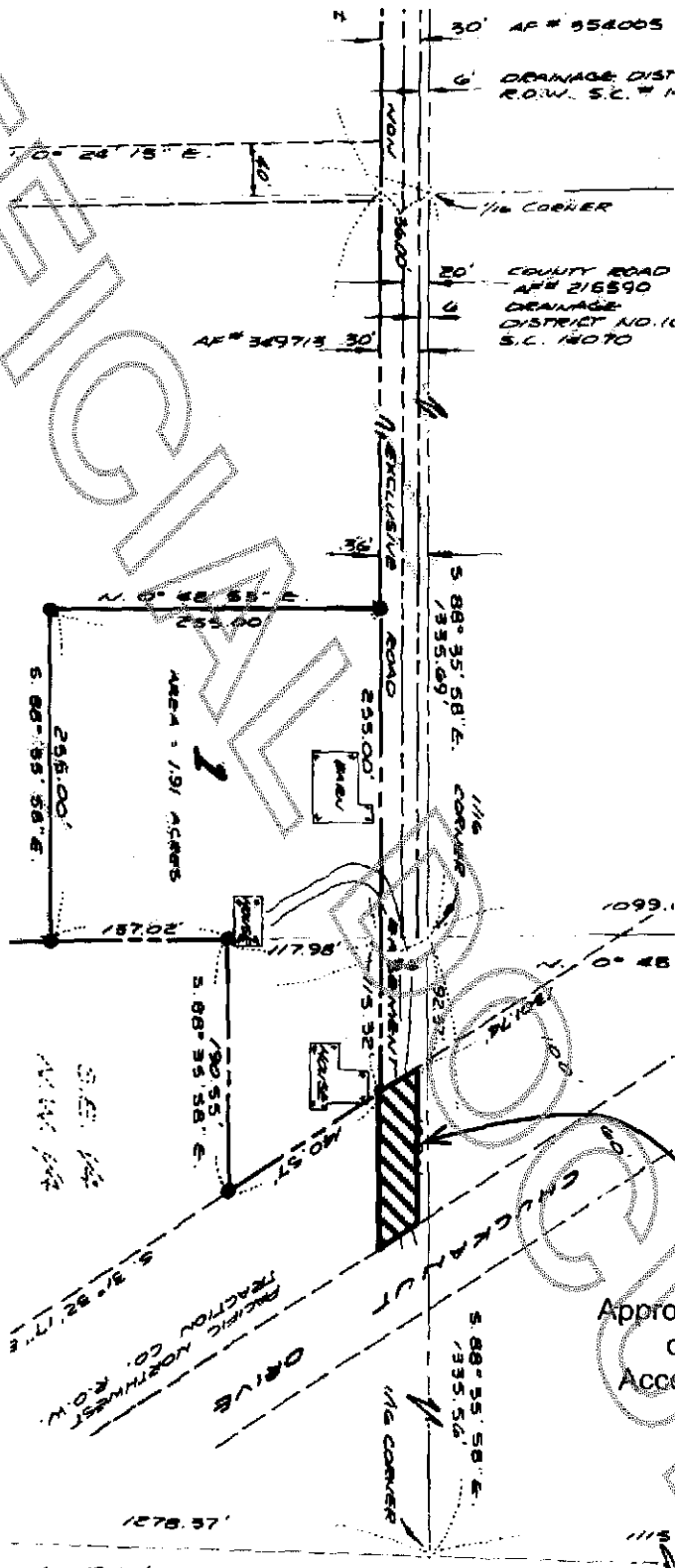
I certify that I know or have satisfactory evidence that Sharon Thompson signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Personal Representative of The Estate of Lloyd Remington to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: October 30, 2017
Signature of Super Lee Eger
Notary Public
Title Notary Public
My appointment expires 8/19/18

Exhibit "A"

Not to scale



Approximate location of 30'-wide Access Easement

