



201711300050

Skagit County Auditor

\$79.00

11/30/2017 Page

1 of

6 11:41AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034
Bellevue, WA 98009-9734
Attn: Kristine Maristela

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20175552
NOV 30 2017

Amount Paid \$ 35.44
Skagit Co. Treasurer
By *mm* Deputy

**EASEMENT****REFERENCE #:****GRANTOR (Owner):****WOLTERS****GRANTEE (PSE):****PUGET SOUND ENERGY, INC.****SHORT LEGAL:****PTN SE 1/4 QF SW 1/4, 24-36-4E W.M.****ASSESSOR'S PROPERTY TAX PARCEL: P49811 - (360424-0-010-0004)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DALE WOLTERS and AMY WOLTERS, husband and wife** ("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 ATTACHED EXHIBIT "A"

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 ATTACHED EXHIBITS "B" & "C"

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 gas and 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; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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 9th day of November, 2017

OWNER: DALE WOLTERS and AMY WOLTERS, husband and wife

BY:

DALE WOLTERS

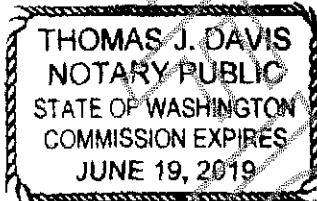
BY:


AMY WOLTERS

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 9th day of November, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DALE WOLTERS, to me known to be the individual(s) 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.




(Signature of Notary)
Thomas J. Davis
(Print or stamp name of Notary)

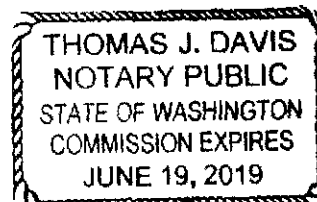
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Appointment Expires: Olympia


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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 9th day of November, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared AMY WOLTERS, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.




(Signature of Notary)
Thomas J. Davis
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

EXHIBIT A

That portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 36 North, Range 4 East, W.M., described as follows:

Beginning on the South line of Section 24 at the East line of County Road running through the Southwest $\frac{1}{4}$ of Section 24;

thence East 40 rods;

thence North to the North line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

thence West to the East line of County Road;

thence South to the point of beginning;

EXCEPT the following described tract:

The North 450 feet of the West 300 feet of that portion of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying East of a line $5\frac{1}{2}$ rods East of the West line of said subdivision;

ALSO EXCEPT that portion of said premises lying within the County Road known as Prairie Road or Kalloch Road and Upper Sanilish Road;

AND ALSO EXCEPT the following described parcel:

Beginning at the Southeast corner of the North 140 feet of the West 300 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, EXCEPT the West 90.75 feet thereof in Section 24, Township 36 North, Range 4 East, W.M., as conveyed to Cody Corfe, a single man, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 201205240066 (herein described as the 'Corfe Parcel');

thence Easterly parallel to the North line of the said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24, Township 36 North, Range 4 East, W.M., to the East line of that parcel conveyed to Blake Gross and Joey Gross, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 200712190072;

thence Northerly along said East line to the North line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24, Township 36 North, Range 4 East, W.M.;

thence Westerly along the said North line to the Northeast corner of the above described 'Corfe Parcel';

thence Southerly along the East line of the 'Corfe Parcel' to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"

PARCEL P49811

EASEMENT DESCRIPTION

THE SOUTH 15.08 FEET OF THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SECTION 24 AT THE EAST LINE OF COUNTY ROAD RUNNING THROUGH THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24;

THENCE EAST 40 RODS;

THENCE NORTH TO THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$;

THENCE WEST TO THE EAST LINE OF COUNTY ROAD;

THENCE SOUTH TO THE POINT OF BEGINNING

EXCEPT THE FOLLOWING DESCRIBED TRACT:

THE NORTH 450 FEET OF THE WEST 300 FEET OF THAT PORTION OF THE SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ LYING EAST OF A LINE $5\frac{1}{2}$ RODS EAST OF THE WEST LINE OF SAID SUBDIVISION;

ALSO EXCEPT THAT PORTION OF SAID PREMISES LYING WITHIN THE COUNTY ROAD KNOWN AS PRAIRIE ROAD OR KALLOCH ROAD AND UPPER SAMISH ROAD;

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 140 FEET OF THE WEST 300 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, EXCEPT THE WEST 90.75 FEET THEREOF IN SECTION 24, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., AS CONVEYED TO CODY CORFE, A SINGLE MAN, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201205240066 (HEREIN DESCRIBED AS THE CORFE PARCEL);

THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 24, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. TO THE EAST LINE OF THAT PARCEL CONVEYED TO BLAKE GROSS AND JOEY GROSS, HUSBAND AND WIFE, BY STATUTORY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200712190072;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 24, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.;

THENCE WESTERLY ALONG THE SAID NORTH LINE TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED "CORFE PARCEL";

THENCE SOUTHERLY ALONG THE EAST LINE OF THE "CORFE PARCEL" TO THE POINT OF BEGINNING.

CONTAINING 10,136 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

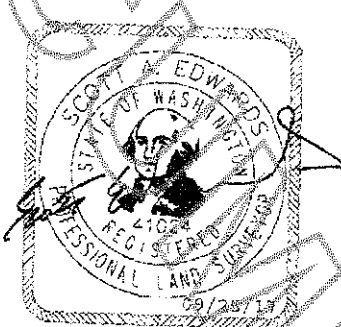


EXHIBIT "C"

