

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Bryan Petri
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



201711300134

Skagit County Auditor
11/30/2017 Page

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3 3:52PM



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017 5551
NOV 30 2017

EASEMENT

Amount Paid \$85.46

Skagit Co. Treasurer
By *Thm* Deputy

REFERENCE #:

GRANTOR (Owner):

VAN LEEUWEN

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN OF THE SE 1/4 OF SEC 14, TWN 35N, R 3 E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 35031440080301

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **TIMOTHY E. VAN LEEUWEN AND CAROL L. VAN LEEUWEN**, 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:

BOUNDARY LINE ADJUSTMENT:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS A AND B LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., IN SKAGIT COUNTY WASHINGTON; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 89° 20' 25" WEST ALONG THE SOUTH LINE OF SAID SECTION 14 A DISTANCE OF 256.03 FEET; THENCE NORTH 02° 23' 40" WEST A DISTANCE OF 20.03 FEET TO THE NORTH LINE OF ALLEN WEST ROAD AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUE NORTH 02° 23' 40" WEST A DISTANCE OF 330 FEET, MORE OR LESS, TO THE SAMISH RIVER AND THE TERMINUS OF SAID LINE.

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS;
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89° 20' 25" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 340.03 FEET; THENCE NORTH 02° 23' 40" WEST A DISTANCE OF 20.03 FEET TO THE NORTH LINE OF ALLEN WEST ROAD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 02° 23' 40" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 200 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO ED ALLEN, ET UX BY DEED RECORDED AUGUST 28, 1945 UNDER AUDITORS FILE NO. 382839; THENCE SOUTH 89° 20' 25" EAST ALONG THE SOUTH LINE OF SAID ALLEN PROPERTY A DISTANCE OF 168.00 FEET TO THE NORTHWEST CORNER OF A TRACT CONVEYED TO SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 5 BY DEED RECORDED SEPTEMBER 9, 1949, UNDER AUDITORS FILE NO. 435578; THENCE SOUTH 02° 23' 40" EAST ALONG THE WEST LINE OF SAID FIRE DISTRICT NO. 5 TRACT A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF COUNTY ROAD; THENCE NORTH 89° 20' 25" WEST, A DISTANCE OF 168.00 FEET TO THE TRUE POINT OF BEGINNING. (AKA TRACT 2 SP #3-72).

PARCEL B:

THE WEST 140 FEET OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE PACIFIC NORTHWEST TRACTION COMPANY, AT A POINT 220 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST TO A POINT 340 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH TO THE SAMISH RIVER; THENCE EASTERLY ALONG THE SOUTH BANK OF SAID SAMISH RIVER TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE PACIFIC NORTHWEST TRACTION COMPANY; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

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:

AN EASEMENT FOR UNDERGROUND ELECTRICAL SYSTEMS AND ASSOCIATED APPURTENANCES, OVER, UNDER AND ACROSS A PORTION OF THE ABOVE DESCRIBED REAL PROPERTY, OWNED BY THE GRANTOR, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTHERLY 10 FEET OF THE REAL PROPERTY DESCRIBED HEREIN, AS MEASURED ADJACENT TO AND PARALLEL WITH THE NORTHERLY BOUNDARY OF ALLEN WEST ROAD.

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:

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; 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 15 day of November, 2017.

OWNER:

BY:


TIMOTHY E. VAN LEEUWEN

BY:

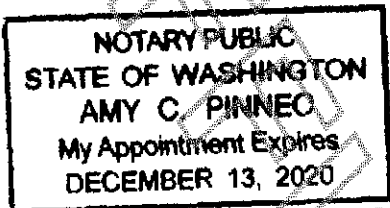

CAROL L. VAN LEEUWEN

Allen West Phase 3

STATE OF WASHINGTON)
COUNTY OF Snohomish SS

On this 15th day of November, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TIMOTHY E. VAN LEEUWEN AND CAROL L. VAN LEEUWEN**, 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.



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds
My Appointment Expires: 12-13-2020