



Skagit County Auditor

12/7/2017 Page

1 of

\$78.00

5 10:26AM

RETURN ADDRESS:

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



EASEMENT

REFERENCE:

GRANTOR: STANLEY AND HELEN OVENELL TRUST and LEWIS HILL
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW06-33N-03E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P15481 (330306-0-007-0005)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20175677
DEC 06 2017

Amount Paid \$ / 3.90

Skagit Co. Treasurer

By *Mmm* Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **STANLEY AND HELEN OVENELL TRUST and LEWIS HILL** ("Grantor" herein), hereby conveys and warrants 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: A RIGHT OF WAY TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH 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 PROPERTY, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B".

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.

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 November, 2017.

GRANTOR:

BY:

Robert J. Tully
HELEN P. OVENELL

Robert J. Tully

Successor Trustee
of the STANLEY AND
HELEN OVENELL TRUST
dated June 12, 1998

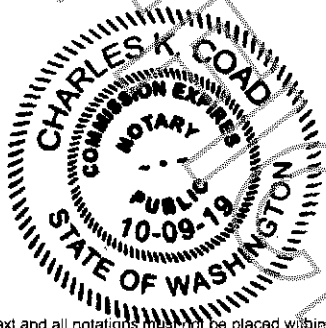
BY:

Lewis Hill
LEWIS HILL

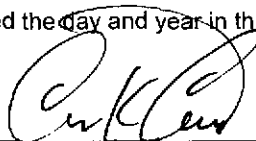
STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

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 ROBERT J. TULLY, 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.



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


(Signature of Notary)

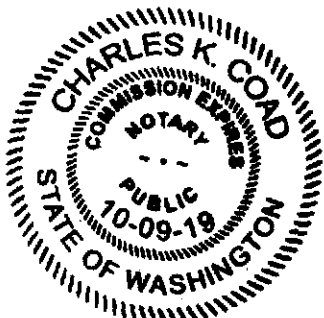
Charles K. Coad
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish, WA
My Appointment Expires: 10/9/19

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

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 LEWIS HILL, 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.



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


(Signature of Notary)

Charles K. Coad
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish, WA
My Appointment Expires: 10/9/19

EXHIBIT "A"
(Real Property Legal Description)

BEGINNING AT THE QUARTER CORNER ON THE NORTH SIDE OF SECTION 6, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M., AND RUNNING THENCE SOUTH ALONG THE CENTERLINE OF SAID SECTION 6, 2651 FEET, MORE OR LESS, TO A DIKE;

THENCE ALONG SAID DIKE SOUTH 85°45' WEST 100 FEET;

THENCE SOUTH 88°45' WEST 83 FEET;

THENCE NORTH 48° 15' WEST 241 FEET;

THENCE NORTH 36°30' WEST 261 FEET;

THENCE NORTH 52°30' WEST 186.5 FEET;

THENCE NORTH 82° WEST 100 FEET;

THENCE SOUTH 66°20' WEST 185 FEET;

THENCE SOUTH 47°30' WEST 120.4 FEET;

THENCE NORTH 81°15' WEST 189.09 FEET;

THENCE NORTH 57° WEST 128.6 FEET;

THENCE NORTH 28°45' WEST 195.4 FEET;

THENCE NORTH 7°50' EAST 123 FEET;

THENCE NORTH 76°45' WEST 169.5 FEET;

THENCE NORTH 1°30' EAST 201 FEET;

THENCE NORTH 54° WEST 230.5 FEET;

THENCE NORTH 62° WEST 571 FEET, MORE OR LESS; TO THE EAST BANK OF SULLIVAN'S SLOUGH;

THENCE NORTH 35°30' EAST ALONG THE BANK OF SAID SLOUGH 1,557 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 6;

THENCE EAST ALONG SAID NORTH LINE OF SECTION 6, 1,305 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING;

EXCEPT BEGINNING AT A POINT ON THE DIKE LOT 5, SAID SECTION 6, SOUTH 48°42' WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 6,

THENCE SOUTH 54° EAST 153 FEET;

THENCE NORTH 2°26' WEST 284.2 FEET;

THENCE NORTH 88°08' WEST 50 FEET;

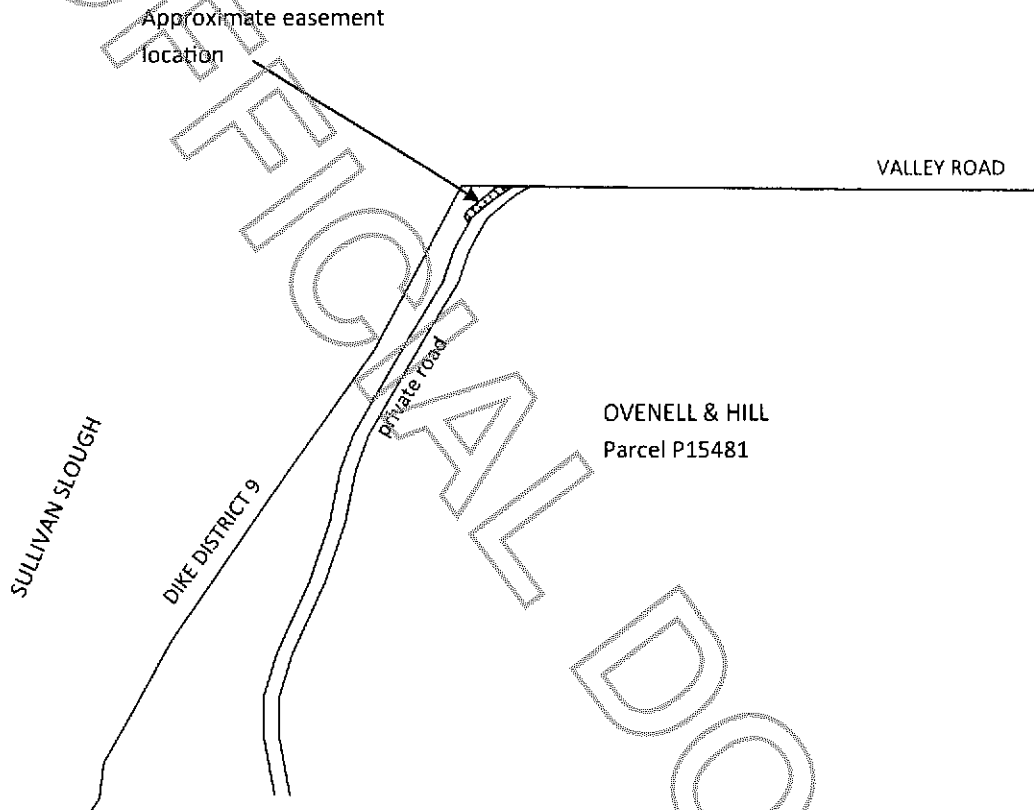
THENCE SOUTH 31°27' WEST 64.5 FEET;

THENCE SOUTH 11°14' WEST 143.5 FEET TO PLACE OF BEGINNING;

AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO DIKE DISTRICT No. 9, SKAGIT COUNTY, WASHINGTON, BY DEED RECORDED UNDER AUDITOR'S FILE No. 658567.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"



Not to scale