



201712220068

Skagit County Auditor  
12/22/2017 Page

\$82.00  
1 of 9 1:56PM

**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  
20175931  
DEC 22 2017

Amount Paid \$ **119.99**  
Skagit Co. Treasurer  
M. M. Deputy



PUGET SOUND ENERGY

By **GUARDIAN NORTHWEST TITLE CO.**

**EASEMENT**

114845

**REFERENCE:**

GRANTOR (Owner): **SWANSON, WILSON, & ANACORTES MOBILE HOME AND R.V. PARK**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion of GL 2 Sec. 05-34N-02E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P19957 (340205-0-021-0008), P19936 (340205-0-007-0006), & P19937 (340205-0-007-0204)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **Daniel A. Swanson**, a single man, **Anne M. Wilson**, a single woman, and **Anacortes Mobile Home and R.V. Park**, a Washington general partnership ("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:

**THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND TEN (10) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE EASTERLY MARGIN OF STATE ROUTE 20 (TO OAK HARBOR), AS NOW AND HEREAFTER DEDICATED.**

**A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.**

**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 8th day of December, 2017.

OWNERS:

By: *Daniel A. Swanson*  
Daniel A. Swanson

By: *Anne M. Wilson*  
Anne M. Wilson

Anacortes Mobile Home and R.V. Park,  
a Washington general partnership

By: *Daniel A. Swanson*  
Its: partner

By: *Anne M. Wilson*  
Its: partner

STATE OF WASHINGTON )  
COUNTY OF King ) SS

On this 8th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel A. Swanson**, to me known to be the individual 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.



*Charles K. Coad*

(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

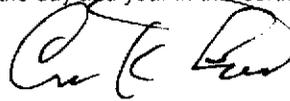
Notary seal, text and all notations must not be placed within 1" margins

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Snohomish

On this 8th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Anne M. Wilson**, to me known to be the individual 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.

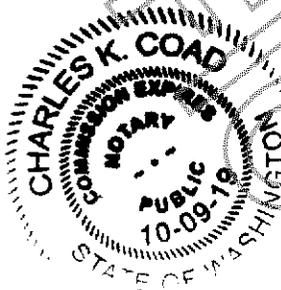
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)



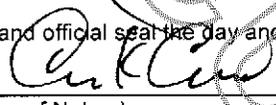
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish, WA  
My Appointment Expires: 10/9/19

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

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF King

On this 8th day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel A. Swanson to me known to be the person who signed as **partner**, of **Anacortes Mobile Home and R.V. Park**, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **Anacortes Mobile Home and R.V. Park** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **Anacortes Mobile Home and R.V. Park**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



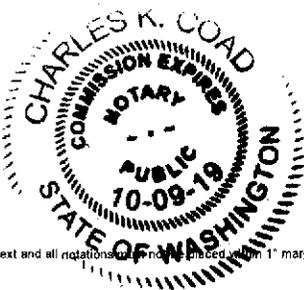
(Signature of Notary)

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

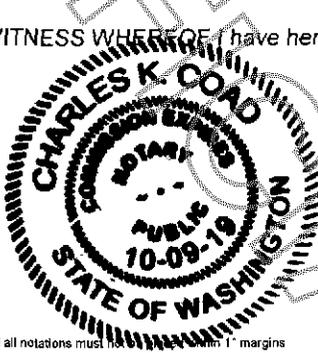


Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Snohomish )

On this 8th day of December, 20 17, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anne M. Wilson, to me known to be the person who signed as partner, of Anacortes Mobile Home and R.V. Park, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of Anacortes Mobile Home and R.V. Park for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said Anacortes Mobile Home and R.V. Park.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



(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

Notary seal, text and all notations must be within 1" margins

UNRECORDED  
ALL DOCUMENT

**Schedule "A"**  
**Legal Description**

The Land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

That portion of Government Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North and South  $\frac{1}{4}$  section line of said Section 5, at a point 220 feet South of the center of said Section 5; thence North along said North and South  $\frac{1}{4}$  section line a distance of 590.7 feet, more or less, to the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Easterly along said South line of said highway, a distance of 631.62 feet, more or less, to the East line of the land conveyed to Edward F. Fountain by Deed dated May 13, 1925 and recorded May 18, 1925, in Volume 136 of Deeds, page 599, records of said County; thence South 8 degrees 5' East to the North line of the right-of-way of the Fidalgo City and Anacortes Electric Railway; thence continuing South 8 degrees 5' East to the South line of said right-of-way; thence continuing South 13 degrees 33' East a distance of 225.4 feet; thence West and parallel with the East and West center Section line, a distance of 660.06 feet, more or less, to the point of beginning; EXCEPT State Highway 525; EXCEPT Primary State Highway No. 1 as conveyed to Deed recorded October 15, 1956 under Auditor's File No. 542875; EXCEPT that portion thereof lying North and West of the following described line:

Beginning at the center of said Section 5; thence North 01 degrees 27' 50" East along the North-South center line of Section 5, 244.83 feet; thence South 88 degrees 32' 10" East 30 feet to the East right-of-way of State Highway 525, which point is the Northwest corner of a tract conveyed to Willard R. Evans and Bernice Evans, by Deed recorded December 4, 1953, under Auditor's File No. 495853 and the true point of beginning of said line; thence continue South 88 degrees 32' 10" East along the North line of said Evans Tract and said North line extended to the Southerly line of said Primary Highway No. 1 and the termination of said line; AND EXCEPT that portion lying South and West of the following described line:

Beginning at the intersection of the Easterly line of the State Highway along the North-South center line of said Section 5, with the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Southerly along the Easterly line of the State Highway along the North and South center line of said Section 5, 185 feet to the true point of beginning of said line, said point being the Northwest corner of a tract conveyed to Willard R. Evans, et ux, by Deed recorded December 4, 1953 under Auditor's File No. 495853; thence Easterly along a line perpendicular to the said Easterly line of said State Highway 220 feet; thence Southerly along a line parallel to said Easterly line of said State Highway to the South line of the main tract above described and the termination of said line.

**\*\*Legal description continued on next page\*\***

Overhang -- Conductor Swing  
WO #101102283 / RW-098736  
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TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described tract:

That portion of Government Lot 2 in Section 5, Township 34 North, Range 2 East, W.M., lying within a 30 foot strip of land which is adjacent to and South of the following described line:

Beginning at the intersection of the East line of the State Highway along the North and South center line of said Section 5 with the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Southerly along the Easterly line of the State Highway along said North and South center line 350 feet to the true point of beginning of the line to be described; thence Easterly perpendicular to said Easterly line of said State Highway 220 feet to the terminal point of said line.

Parcel "B":

That portion of Government Lot 2 in Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5; said point being the Southeast corner of a tract conveyed to M. D. Wilcox by Deed recorded in Volume 24 of Deeds, page 172, as Skagit County Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, as Auditor's File No. 240172; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Parcel "C":

That portion of Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the intersection of the Easterly line of the road along the North and South center line of said Section 5 with the South line of the Anacortes-Mount Vernon Highway; thence Southerly along the Easterly line of the road along the North and South center line of said Section 5; a distance of 350.00 feet to the true point of beginning; thence Easterly along a line perpendicular to the said Easterly line of said road, 220 feet; thence Southerly along a line parallel to the East line of said road to a point 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center of said Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point 359 feet East of the North and South center line of said Section 5; thence South 0 degrees 13' West to a point which is 391 feet South of the East and West center line of said Section 5; thence North 88 degrees 57' West 329 feet, more or less, to the East right-of-way line of the aforementioned road along the North and South center line of said Section 5, thence North along said right-of-way line 400 feet, more or less, to the true point of beginning; EXCEPT the following described tract:

\*\*Legal description continued on next page\*\*

Overhang - Conductor Swing  
WO #101102283 / RW-098736  
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Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox, by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, records of Skagit County, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"

