



201801100055

Skagit County Auditor

\$78.00

1/10/2018 Page

1 of

5 8:35AM

RETURN ADDRESS:

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

**PUGET SOUND ENERGY****EASEMENT****SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**2018/15
JAN 10 2018

Amount Paid \$ 33.18

Skagit Co. Treasurer

By *ham* Deputy**REFERENCE #:****GRANTOR (Owner):****DONALDSON****GRANTEE (PSE):****PUGET SOUND ENERGY, INC.****SHORT LEGAL:****PTN EAST 1/4 NW 1/4 SEC 26, T36N, R4E, W.M.****ASSESSOR'S PROPERTY TAX PARCEL: P50021 (360426-2-001-0405)****ORIGINAL**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **ROY W. DONALDSON**, as his ~~separate~~ property ("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:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, SAID POINT BEING 1320.87 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 26;
THENCE SOUTH 89°43'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 26, 290.00 FEET;
THENCE SOUTH 49°37'21" EAST 751.60 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A";
THENCE SOUTH 44°44'06" EAST 457.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 11°51'41" WEST 392.16 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 11°57'56", AN ARC DISTANCE OF 62.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0°06'15" EAST 68.56 FEET TO THE NORTH MARGIN OF THE COUNTY ROAD KNOWN AS WARNER ROAD;
THENCE NORTH 89°53'45" EAST ALONG SAID MARGIN, 178.47 FEET TO A POINT OF CURVATURE IN SAID NORTH MARGIN; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 388.10 FEET, THROUGH A CENTRAL ANGLE OF 7°49'02", AN ARC DISTANCE OF 52.95 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 26; THENCE NORTH 0°21'00" WEST, ALONG SAID EAST LINE, 374.34 FEET TO A POINT THAT IS SOUTH 44°44'06" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 44°44'06" WEST 201.88 FEET TO THE TRUE POINT OF BEGINNING, ALSO KNOWN AS TRACT "I" OF SHORT PLAT NO. 38-72, APPROVE JUNE 2, 1972

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:

SEE ATTACHED EXHIBITS "A" AND "B"

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 16th day of November, 2017

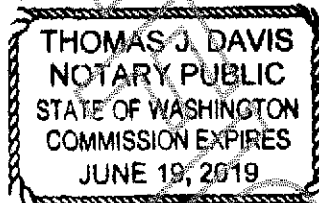
OWNER: ROY W. DONALDSON, as his separate property

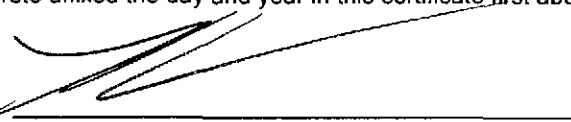
BY: Roy W. Donaldson
ROY W. DONALDSON

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 16th day of November, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROY W. DONALDSON**, 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 Cliffside, WA
My Appointment Expires: June 19, 2019

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

EXHIBIT A

PARCEL P50021

EASEMENT DESCRIPTION

THE SOUTH 15.00 FEET OF THE WEST 60.00 FEET OF THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

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SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 900 SQUARE FEET, MORE OR LESS.

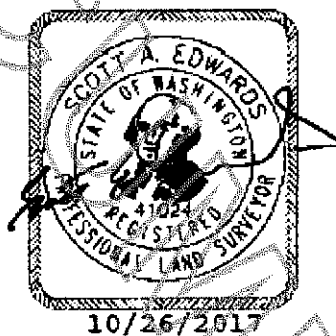


EXHIBIT B

