

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Christina Lovell  
P.O. Box 97034 EST-06E  
Bellevue, WA 98009-9734



Skagit County Auditor  
1/22/2018 Page

1 of 8 8:37AM

\$81.00



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2018232  
JAN 22 2018

EASEMENT

Amount Paid \$ 27.<sup>03</sup>  
Skagit Co. Treasurer  
By *Mom* Deputy

ORIGINAL

REFERENCE #: NAKASHIMA  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. NE 1/4 SW 1/4 Sec. 25, T33N, R04E, W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P17276, 330425-3-041-0009

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, TAKESHI PAUL NAKASHIMA, ARLINE EMIKO DUNAWAY, JAMES NORIO NAKASHIMA, STEVAN HIDEO NAKASHIMA, STANLEY SUMIO NAKASHIMA, PAULINE KUMIKO NAKASHIMA, each as their respective separate estate, and each as to an undivided 1/6 interest ("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:

**That portion of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 33 North, Range 4 East, W.M., described as follows:**

**Beginning at the intersection of the Northeasterly line of State Highway No. 534 with the North line of said subdivision, said point being 330 feet, more or less, East of the Northwest corner of said Northeast 1/4 of the Southwest 1/4;**

**Thence East along the North line of said subdivision 300 feet;**

**Thence South 290 feet, more or less, to the Northeasterly line of the said State Highway;**

**Thence Northwesterly along said State Highway No. 534 to the point of beginning.**

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:

**The southerly 10 feet of the above-described Property.**

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:

**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.

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 20<sup>th</sup> day of October, 2016

*(Signatures and acknowledgments appear on following pages)*

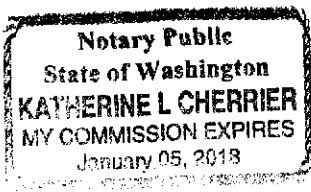
OWNER:

BY: Takeshi Paul Nakashima  
TAKESHI PAUL NAKASHIMA

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) SS

On this 4 day of October, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TAKESHI PAUL NAKASHIMA**, 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.



Katherine L Cherrier  
(Signature of Notary)  
Katherine L Cherrier  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Wilmington WA  
My Appointment Expires: 1-5-2018

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

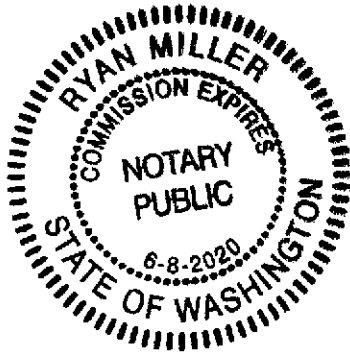
OWNER:

BY: Arline Emiko Dunaway  
ARLINE EMIKO DUNAWAY

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF Snohomish )

On this 3 day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ARLINE EMIKO DUNAWAY**, 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]  
(Signature of Notary)  
Ryan Miller  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Birkhill, WA  
My Appointment Expires: 06/08/2020

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

UNOFFICIAL DOCUMENT

OWNER:

BY: James Norio Nakashima  
JAMES NORIO NAKASHIMA

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING )

On this 13 day of OCTOBER, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES NORIO NAKASHIMA**, 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.



Jaime Moreno  
(Signature of Notary)  
Jaime Moreno  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Burien  
My Appointment Expires: 05/12/2019

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

UNOFFICIAL DOCUMENT

OWNER:

BY: Stevan Hideo Nakashima  
STEVAN HIDEO NAKASHIMA

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVAN HIDEO NAKASHIMA, 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.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

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

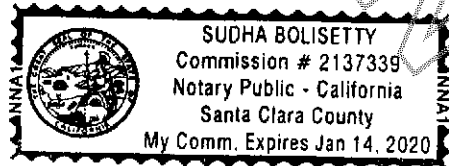
Notary seal, text and all notations must not be placed within 1" margins

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara ss.  
On 10/20/2016 before me Sudha Bolisetty  
Notary Public, personally appeared Stevan Hideo Nakashima  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

B. Sudha

State of California County of \_\_\_\_\_ ss.  
On \_\_\_\_\_ before me \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



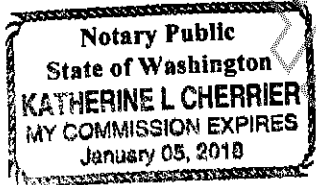
OWNER:

BY: Stanley Sumio Nakashima  
STANLEY SUMIO NAKASHIMA

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) SS

On this 4 day of October, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STANLEY SUMIO NAKASHIMA**, 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.



Katherine L Cherrier  
(Signature of Notary)  
Katherine L Cherrier  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Wilmington WA  
My Appointment Expires: 1-5-2018

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

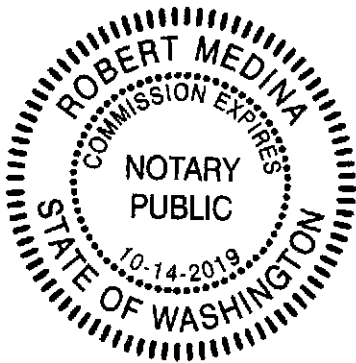
OWNER:

BY: Pauline Kumiko Nakashima  
PAULINE KUMIKO NAKASHIMA

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF King )

On this 7 day of October, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **PAULINE KUMIKO NAKASHIMA**, 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]  
(Signature of Notary)

Robert Medina  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My Appointment Expires: 10/14/19

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

UNOFFICIAL DOCUMENT