



201801220003

Skagit County Auditor

\$93.00

1/22/2018 Page

1 of

10

8:38AM

**RETURN ADDRESS:**

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



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2018230  
JAN 22 2018

**EASEMENT**

**ORIGINAL**

Amount Paid \$ 62.92  
Skagit Co. Treasurer

By *Mam* NAKASHIMA

REFERENCE #: ~~P-17325~~  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. E 1/2 SW 1/4 Sec. 25, T 33N, R 04 E, W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P-17325-330425-3-001-0100

*deleted, combined to P-17325*

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 access and through the following described real property (the "Property" herein) in Skagit County, Washington:

See the attached Exhibit A attached hereto and incorporated herein by this reference.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon those portions of the Property (collectively, the "Easement Area" herein) described as follows:

See the attached Exhibit B attached hereto and incorporated herein by this reference.

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 10 day of October 2016

(Signatures and acknowledgments appear on following pages)

OWNER:

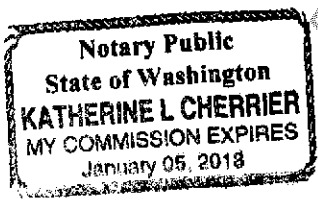
BY: Takeshi Paul Nakashima  
TAKESHI PAUL NAKASHIMA

STATE OF WASHINGTON )

COUNTY OF Snohomish ) SS

On this 7 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







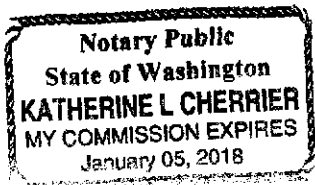
OWNER:

BY: Stanley S. Nakashima  
STANLEY SUMIO NAKASHIMA

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF Snohomish

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 Bellevue WA  
My Appointment Expires: 1-5-2018

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



**EXHIBIT A**  
(Legal Description)

PARCEL A:

THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., EXCEPT STATE HIGHWAY NO. 1-H AND RIGHT OF WAY FOR LOGGING ROAD GRANTED TO THE ENGLISH LUMBER COMPANY, AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- 1.) BEGINNING AT A POINT 630 FEET SOUTH AND 330 FEET EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION;  
  
THENCE EAST TO THE WESTERLY LINE OF THE STATE HIGHWAY;  
THENCE NORTHWESTERLY ALONG SAID HIGHWAY TO A POINT NORTH OF THE POINT OF BEGINNING;  
THENCE SOUTH TO THE POINT OF BEGINNING.
- 2.) BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ WITH THE EASTERLY LINE OF THE STATE HIGHWAY;  
  
THENCE EAST 300 FEET;  
THENCE SOUTH 290 FEET, MORE OR LESS, TO THE HIGHWAY;  
THENCE NORTHWESTERLY ALONG SAID HIGHWAY TO THE POINT OF BEGINNING.
- 3.) BEGINNING AT A POINT 330 FEET EAST AND 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION;  
  
THENCE SOUTH 40° WEST 208.8 FEET;  
THENCE SOUTHEASTERLY ALONG THE RAILROAD RIGHT OF WAY 186 FEET TO A POINT 284 FEET SOUTH OF THE POINT OF BEGINNING;  
THENCE NORTH TO THE POINT OF BEGINNING.
- 4.) THAT PORTION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:  
  
BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH ALONG THE EAST LINE THEREOF, 1,670 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;  
THENCE NORTH 45° 30' WEST TO A POINT ON THE WEST LINE OF SAID EAST ½ OF THE SOUTHWEST ¼ THAT IS 400 FEET, MORE OR LESS, SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, AND THE TERMINAL POINT OF SAID LINE.
- 5.) THE WEST 60 FEET OF THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 25 LYING NORTHERLY OF EXCEPTION NO. 4 SHOWN ABOVE.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE WEST 60 FEET OF THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND OVER AND ACROSS THE WEST 60 FEET OF THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ LYING NORTHERLY OF EXCEPTION NO. 4 OF PARCEL A HEREIN.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT B**  
(Easement Area)

**Easement Area "A" – Frontage Easement**

The southerly twenty-five (25) feet of that portion of the above-described Property lying north of and running parallel to the right-of-way boundary of State Highway 534.

**Easement Area "B" – Anchor Easement**

One (1) easement area five (5) feet in width with two and one half (2 ½ ) feet of such width on each side of a centerline described as follows:

Beginning at the intersection of the southerly right-of-way boundary of State Highway 534 and the anchor guy wire as or to be constructed;

Thence southerly and generally at right angles a distance of ten (10) feet to the terminus of this centerline description.