



Skagit County Auditor
1/30/2018 Page

1 of

\$78.00
5 1:51PM

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2018339
JAN 30 2018

Amount Paid \$70.73
Skagit Co. Treasurer
By *nam* Deputy



EASEMENT

ORIGINAL

REFERENCE #:

GRANTOR (Owner): CLEMENT
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: SEC 26; TWN 36; RNG 4; PTN NE NW
ASSESSOR'S PROPERTY TAX PARCEL: P50020 (APN# 360426-2-001-0306)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **NICHOLAS R. CLEMENT and KERI L. CLEMENT, husband and wife** ("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 ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF SAID SUBDIVISION WITH THE NORTH LINE OF THE RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS THE PRAIRIE ROAD (FORMERLY WARNER ROAD); THENCE NORTH 01° 27' 42" EAST, ALONG SAID WEST LINE, A DISTANCE OF 400 FEET; THENCE SOUTH 88° 17' 59" EAST, PARALLEL WITH THE NORTH LINE OF PRAIRIE ROAD, A DISTANCE OF 544.50 FEET; THENCE SOUTH 01° 27' 42" EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 400 FEET TO THE NORTH LINE OF SAID PRAIRIE ROAD; THENCE NORTH 88° 17' 59" WEST ALONG SAID NORTH LINE A DISTANCE OF 544.5 FEET 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:

SEE EXHIBITS "A" & "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 trim, remove and dispose of any and all brush, or other vegetation **above 25 feet from the road surface of Prairie Road** within 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 **above 25 feet from the road surface of Prairie Road** within 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 14th day of December, 2017

OWNER: NICHOLAS R. CLEMENT and KERI L. CLEMENT, husband and wife

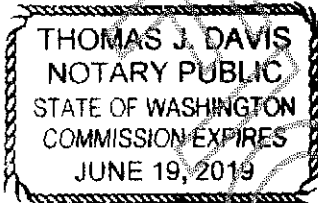
BY: Nicholas R. Clement
NICHOLAS R. CLEMENT

BY: Keri L. Clement
KERI L. CLEMENT

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 14th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NICHOLAS R. CLEMENT, 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)

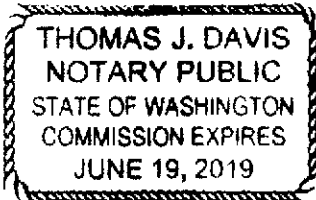
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 14th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KERI L. CLEMENT, 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.



(Signature of Notary)

Thomas J. Davis
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

EXHIBIT "A"

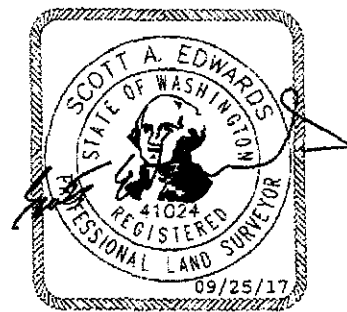
PARCEL P50020

EASEMENT DESCRIPTION

THE SOUTH 15.00 FEET OF THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE NORTH MARGIN OF PRAIRIE ROAD DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF SAID SUBDIVISION WITH THE NORTH LINE OF THE RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS THE PRAIRIE ROAD (FORMERLY WARNER ROAD); THENCE NORTH $01^{\circ}27'42''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 400 FEET; THENCE SOUTH $88^{\circ}17'59''$ EAST, PARALLEL WITH THE NORTH LINE OF PRAIRIE ROAD, A DISTANCE OF 544.50 FEET; THENCE SOUTH $01^{\circ}27'42''$ EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 400 FEET TO THE NORTH LINE OF SAID PRAIRIE ROAD; THENCE NORTH $88^{\circ}17'59''$ WEST ALONG SAID NORTH LINE A DISTANCE OF 544.5 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,318 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.



P50084



0 50 100

P50020

870654 P59028

NW 1/4 NW 1/4 SEC. 26, T36N, R4E, W.M.
NE 1/4 NW 1/4 SEC. 26, T36N, R4E, W.M.

15.001

EASEMENT

NE 1/4 NW 1/4 SEC. 26, T36N, R4E, W.M.
SE 1/4 NW 1/4 SEC. 26, T36N, R4E, W.M.

PRAIRIE ROAD

PARCEL AND EASEMENT DATA	
TAX PAYER	NICHOLAS R. & KERI CLEMENT
SITE ADDRESS	22243 PRAIRIE ROAD
TAX PAYER ADDRESS	21221 PRAIRIE RD, SEDRO WOOLLEY, WA 98284
EASEMENT AREA	8.318 S.F.

PARCEL P50020

A PORTION OF THE EAST 1/2 OF THE NW 1/4
SECTION 26, T36N, R4E, W.M.
SKAGIT COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
14432 SE Eastman Way, Suite 400
Bellevue, Washington 98007
Phone: 425-519-8500