

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right-of-Way  
1660 Park Lane  
Burlington, WA 98233



201803140070

Skagit County Auditor

3/14/2018 Page

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4

\$77.00

3:23PM



GUARDIAN NORTHWEST TITLE CO.

**EASEMENT**

M10124

REFERENCE #: N/A

GRANTOR (OWNER): **GREG A. INGMAN & BARBARA A. INGMAN**

GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN GOV'T LOT 4, SEC 18, TWN 36 N, RNG 4 E**

ASSESSOR'S PROPERTY TAX PARCEL: **P115716 & P49372**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GREG A. INGMAN** and **BARBARA A. INGMAN**, husband and wife ("Owner" herein), hereby grant and convey 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:

**See attached Exhibit "A" attached hereto and incorporated by this reference.**

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: A right of way ten (10) feet in width with five (5) feet on each side of a centerline described as follows:

**The centerline of Grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel.**

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

**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:

**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, 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.

**No Consideration Paid**

FOX HOLLOW LANE  
WO-105087572 / RW-103674  
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SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
**MAR 14 2018**

Amount Paid \$  
Skagit Co. Treasurer  
By *Mam* Deputy

**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. 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4. 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.

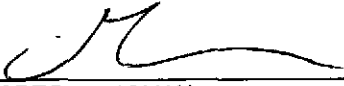
**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**6. 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.

**7. 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 16<sup>th</sup> day of February, 2018.

**OWNER:**

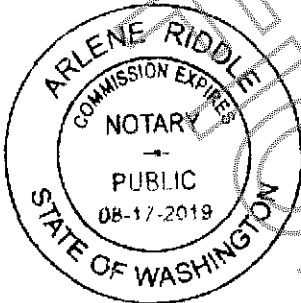
  
\_\_\_\_\_  
GREG A. INGMAN

  
\_\_\_\_\_  
BARBARA A. INGMAN

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF WHATCOM )

On this 16<sup>th</sup> day of February, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GREG A. INGMAN** and **BARBARA A. INGMAN**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Arlene Riddle  
(Signature of Notary)

(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of Washington, residing  
at Sedro-Woolley

My Appointment Expires: 8-17-19

**EXHIBIT "A"**  
**(Legal Description)**

That portion of Government Lot 4, Section 18, Township 36 North, Range 4 East of W.M., described as follows:

Beginning at the Southwest corner of said Government Lot 4; thence South  $86^{\circ}50'58''$  East along the South line thereof, a distance of 436.54 feet; thence North  $06^{\circ}29'49''$  West, a distance of 327.78 feet; thence North  $81^{\circ}01'50''$  East, a distance of 432.32 feet; thence North  $60^{\circ}30'10''$  East, a distance of 203.23 feet; thence North  $11^{\circ}34'42''$  East, a distance of 276.30 feet; thence North  $01^{\circ}05'51''$  East, a distance of 504.01 feet to a point on the North line of said Government Lot 4, which is 143.55 feet West of the Southwest corner of the East 245.84 feet of said Government Lot 4; thence North  $87^{\circ}25'56''$  West along the North line of said Government Lot 4, a distance of 592.73 feet; thence South  $23^{\circ}32'39''$  West, a distance of 608.04 feet; thence North  $89^{\circ}07'08''$  West, a distance of 221.81 feet to a point on the West line of said Government Lot 4 which is 716.38 feet North of the Southwest corner thereof; thence South  $00^{\circ}52'52''$  West along said West line, a distance of 716.38 feet to the point of beginning of this description.

*EXCEPT that portion thereof described as follows:*

Beginning at the most Northerly corner of Parcel 6 of Statutory Warranty Deed recorded under Auditor's File No. 199910060074 being a point on the East line of said Parcel 7; thence North  $11^{\circ}34'42''$  East along said East line, a distance of 276.30 feet; thence North  $01^{\circ}05'51''$  East along said East line, a distance of 100.76 feet; thence South  $89^{\circ}46'27''$  West, a distance of 282.07 feet; thence South  $09^{\circ}50'51''$  West, a distance of 498.73 feet to the South line of said Parcel 7; thence North  $81^{\circ}01'50''$  East along said South line, a distance of 134.74 feet; thence North  $60^{\circ}30'10''$  East along the Southeasterly line of said Parcel 7, a distance of 203.23 feet to the point of beginning.

Situate in Skagit County, Washington.