

Skagit County Auditor  
4/16/2018 Page

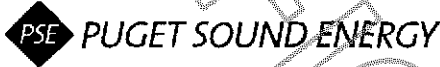
1 of

\$78.00

5 10:31AM

**RETURN ADDRESS:**

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



**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 16 2018

Amount Paid  
Skagit Co. Treasurer  
By *[Signature]*

REFERENCE #:  
GRANTOR (Owner): **KORRELL, SYDNEY S. & SHANNON**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN NE, SW, 12-34-1 E W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P19249 (340112-0-030-0009)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SYDNEY S. KORRELL and SHANNON KORRELL, a married couple** ("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:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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.**

**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.

**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

**NO COMPENSATION PAID**

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 11<sup>th</sup> day of April, 2018.

OWNER:

By:

  
\_\_\_\_\_  
SYDNEY S. KORRELL

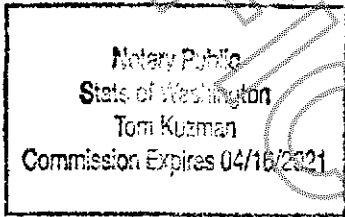
By:

  
\_\_\_\_\_  
SHANNON KORRELL

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 11<sup>th</sup> day of April, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SYDNEY S. KORRELL and SHANNON KORRELL to me known to be the individual(s) 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.



[Signature]  
(Signature of Notary) Tom Kuzman  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of Washington, residing  
at Mount Vernon, WA  
My Appointment Expires: 4/16/2021

Notary seal, text and all notations must be inside 1" margins

UNOFFICIAL DOCUMENT

EXHIBIT "A"  
(REAL PROPERTY DESCRIPTION)

**PARCEL A:**

THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 12;  
THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST ¼, A DISTANCE OF 466 FEET;  
THENCE WEST A DISTANCE OF 566 FEET;  
THENCE NORTH A DISTANCE OF 466 FEET TO THE NORTH LINE OF SAID SOUTHWEST ¼;  
THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 566 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL B:**

AN EASEMENT FOR ROADWAY 7 FEET IN WIDTH OVER THE EAST 7 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING 566 FEET WEST AND 466 FEET SOUTH OF THE CENTER OF SAID SECTION 12;  
THENCE SOUTH 460 FEET;  
THENCE EAST 100 FEET;  
THENCE NORTH TO A POINT EAST OF THE POINT OF BEGINNING;  
THENCE WEST TO THE POINT OF BEGINNING, EXCEPT COUNTY ROAD RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

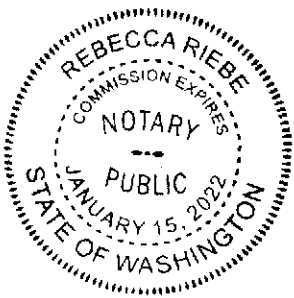
Certified to be a true and exact copy of the original document as delivered and received by Puget Sound Energy, Inc., from Sydney Korrell on April 11, 2018.

Darby Broyles 4.13.18  
Darby Broyles, Supervisor Real Estate Date

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 13<sup>th</sup> day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DARBY BROYLES, to me known to be the person who signed as Supervisor Real Estate, of PUGET SOUND ENERGY, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of PUGET SOUND ENERGY, INC., for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said PUGET SOUND ENERGY, INC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Rebecca Riebe  
(Signature of Notary)  
Rebecca Riebe  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Snahomish  
My Appointment Expires: 01/15/2022

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

UNOFFICIAL DOCUMENT