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



Skagit County Auditor 4/23/2018 Page

\$79.00 1 of 6 3:59PM



**EASEMENT** 

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 20/8/630 APR 23 2018

Amount Paid \$ 98.17
Skagit Co. Treasurer
By Chille Deputy

REFERENCE #: GRANTOR (Owner): GRANTEE (PSE):

CAMPBELL 1 LLC

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN OF NE 1/4 of NW 1/4, SEC. 19, TWN 35N, RGE 5E, W.M.

ASSESSOR'S TAX #: P39548 & P133765

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, CAMPBELL 1, LLC, a Washington Limited Liability Company, ("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

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described and depicted as follows:

## SEE EXHIBITS B & C - ATTACHED HERETO

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

PSE-Sedro Woolley-Bellingham #4 Phase B - WO#111023945 Page 1 of 3

not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and arowth 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 indemnity 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 30 day of March 2018.

OWNER:

**CAMPBELL 1. LLC** 

ITS: Member

STATE OF WASHINGTON ) ) SS	
COUNTY OF SKAGNT) SS	
On this 30 day of MACO , 2018, before me, a Notary Public in and for the State	
On this 30 day of 100 , 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARY CAUSEL, to me known to be the person who signed as 100 , of CAMPBELL 1, LLC, a Washington limited	
liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of CAMPBELL 1, LLC for the uses	
and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.	
GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.	
CIVEN divides individual and dividual scalinered allined the day and year in this definition.	
MOUNCE	
STATE OF WASHINGTON (Signature of Notary)	
CHLOE LUCE (Print or stamp name of Notary)	
My Appointment Expires	
MARCH 15, 2020 NOTARY PUBLIC in and for the State of Washington, residing at Borner, WA	
My Appointment Expires: 3/15/20	
PSE-Sedro Woolley-Bellingham #4 Phase B - WO#111023945	
Page 3 of 3	V

## **EXHIBIT A - LEGAL DESCRIPTION**

SEDRO #4 PARCEL E-67 SKAGIT COUNTY, WA

PER DEED AFN 201709290080:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH LIES NORTH 88°35'14" WEST, A DISTANCE OF 580.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION:

THENCE SOUTH 1°20'06" WEST, A DISTANCE OF 279.40 FEET;

THENCE SOUTH 88°39'54" EAST, A DISTANCE OF 188.00 FEET;

THENCE SOUTH 1°20'06" WEST, A DISTANCE OF 13.14 FEET;

THENCE SOUTH 88°39'54" EAST, A DISTANCE OF 14.52 FEET;

THENCE SOUTH 35°38'07" EAST, A DISTANCE OF 123.37 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE 20;

THENCE NORTH 54°21'53" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 155.77 FEET:

THENCE NORTH 1°24'46" EAST, A DISTANCE OF 296.88 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION:

THENCE NORTH 88°35'14" WEST, A DISTANCE OF 401.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE NORTH 88°35'14" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 656.57 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF KNOWLTON'S FIRST ADDITION PER PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 535315, RECORDS OF SKAGIT COUNTY, WASHINGTON:

THENCE NORTH 1°27'05" EAST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 336.01 FEET;

THENCE SOUTH 88°35'14" EAST, A DISTANCE OF 639.81 FEET TO THE EAST LINE OF SAID SUBDIVISION:

THENCE SOUTH 1°24'18" EAST, A DISTANCE OF 336.42 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.



HARMSEN & ASSOCIATES INC. 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273 (360) 336-9199 - (888) 794-7811 WWW.HARMSENINC.COM PREPARED FOR:
PUGET SOUND ENERGY
JOB NO.
DATE:
15-123 FEB 2018

## **EXHIBIT B - EASEMENT DESCRIPTION**

SEDRO #4 PARCEL E-67 SKAGIT COUNTY, WA

A STRIP OF LAND IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN BEING THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH LIES NORTH 88°35'14" WEST, A DISTANCE OF 580.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION:

THENCE SOUTH 1°20'06" WEST, A DISTANCE OF 279.40 FEET;

THENCE SOUTH 88°39'54" EAST, A DISTANCE OF 188.00 FEET:

THENCE SOUTH 1º20/06" WEST, A DISTANCE OF 13.14 FEET;

THENCE SOUTH 88°39'54" EAST, A DISTANCE OF 14.52 FEET;

THENCE SOUTH 35°38'07" EAST, A DISTANCE OF 123.37 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE 20;

THENCE NORTH 54°21'53" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 155.77 FEET:

THENCE NORTH 1°24'46" EAST, A DISTANCE OF 296.88 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION:

THENCE NORTH 88°35'14" WEST A DISTANCE OF 401.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A STRIP OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. BEING THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE NORTH 88°35'14" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 656.57 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF KNOWLTON'S FIRST ADDITION PER PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 535315, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 1°27'05" EAST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 336,01 FEET;

THENCE SOUTH 88°35'14" EAST, A DISTANCE OF 639.81 FEET TO THE EAST LINE OF SAID SUBDIVISION:

THENCE SOUTH 1°24'18" EAST, A DISTANCE OF 336.42 FEET TO THE POINT OF BEGINNING.

THE SIDE LINES OF SAID STRIPS ARE TO BE PROLONGED OR SHORTENED TO FIT WITHIN THE CONFINES OF SAID PROPERTY DESCRIBED IN EXHIBIT "A".

A SKETCH IS ATTACHED AS EXHIBIT "C" AND BY REFERENCE THERETO IS MADE A PART HEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



HARMSEN & ASSOCIATES INC. 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273 (360) 336-9199 - (888) 794-7811 WWW HARMSENINC.COM PREPARED FOR:
PUGET SOUND ENERGY
JOB NO.
DATE:
15-123 FEB 2018

