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05/07/2018 01:55 PM Pages: 1 of 4 Fees: \$77.00
Skagit County Auditor

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20181892
MAY 07 2018



PUGET SOUND ENERGY

Amount Paid \$ 32.31
By Skagit Co. Treasurer
Mm Deputy
EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): **ANGELITA USON YOUNG**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NW NE SEC 18 TWN 35N RGE 05E**
ASSESSOR'S PROPERTY TAX PARCEL: **P103786/ 350518-1-002-0109**

ACCOMMODATION RECORDING ONLY

M10151

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **ANGELITA USON YOUNG**, a single person as her separate estate ("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 INCORPORATED BY 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:

Easement No. 1: Underground facilities within the East 5 feet of the North 11.5 feet as measured South from the Northeast corner of the Property described above along the East line of said Property.

Easement No. 2: Overhead facilities within the East 5 feet of the South 130.94 feet of the North 142.44 feet of that portion of the Property described above lying South of Easement No. 1; TOGETHER WITH the East 1.5 feet of the North 11.5 feet of said Property described in Exhibit A.

See sketch in Exhibit "B", attached hereto and incorporated by 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 gas and electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; 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; conduits, 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 right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the

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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. 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.

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 10 day of April, 2018.

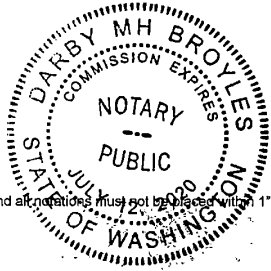
OWNER:

By: Angelita U. Young

STATE OF WASHINGTON)
COUNTY OF SKagit) SS

On this 10th day of April, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ANGELITA USON YOUNG**, 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.



Darby MH Broyles
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at SKagit
My Appointment Expires: 7.12.2020

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

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EXHIBIT A

Legal Description:

The following described part of that portion of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 5 E.W.M. lying West and Southerly of Fruitdale Road:

Commencing at the point where the South line of the said Northwest 1/4 of the Northeast 1/4 intersects with the West line of said Fruitdale Road right-of-way;
thence North along said right-of-way 208 feet 8-1/2 inches;
thence West on a line parallel with the South line of said Northwest 1/4 of the Northeast 1/4 a distance of 208 feet 8-1/2 inches;
thence South parallel with the said Fruitdale Road right-of-way a distance of 208 feet 8-1/2 inches to the South line of the said Northwest 1/4 of the Northeast 1/4 ;
thence East along said South line a distance of 208 feet 8-1/2 inches to the said point of beginning.

Situate in Skagit County, Washington.



EXHIBIT "B" NOT TO SCALE

