

RETURN NAME & ADDRESS

PSE, ATTN: REAL ESTATE/ROW
1660 PARK LANE
BURLINGTON, WA 98233



201806220086

06/22/2018 02:25 PM Pages: 1 of 8 Fees: \$106.00
Skagit County Auditor

Please print neatly or type information

Document Title(s) RE-RECORD TO ATTACH CORRECT EXHIBIT

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

Reference Number(s) of related documents:

201711300053

m 10166

Additional Reference #'s on page ___

Grantor(s) (Last, First, and Middle Initial)

HUME

Additional Grantors on page

Grantee(s) (Last, First, and Middle Initial)

PUGET SOUND ENERGY, INC.

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

PTN SE NW SEC. 26, T36N, R04E, W.M.

Complete legal on page 7

Assessor's Property Tax Parcel/Account Number

P50007 360426-0-007-0304

Additional parcel #'s on page ___



201711300053

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2017 5558
NOV 30 2017
Amount Paid \$ 33.18
Skagit Co. Treasurer
By *[Signature]* Deputy



EASEMENT

ORIGINAL

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2018 2723
JUN 22 2018

REFERENCE #:
GRANTOR (Owner): HUME
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE NW 26-36-04
ASSESSOR'S PROPERTY TAX PARCEL: P50007 (360426-0-007-0304)

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JAMES P. HUME and ERICA HUME**, 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 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 89°50'00" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, 1,222.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 99 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26; THENCE NORTH 00°19'53" WEST ALONG THE WEST LINE OF SAID EAST 99 FEET, 1,211.77 FEET TO THE SOUTH MARGIN OF THE COUNTY ROAD KNOWN AS WARNER ROAD; THENCE NORTH 89°53'45" EAST ALONG SAID SOUTH MARGIN 454.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'45" EAST ALONG SAID SOUTH MARGIN 223.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 743 FEET OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 00°21'00" EAST ALONG SAID WEST LINE 205.00 FEET; THENCE SOUTH 89°53'45" WEST PARALLEL WITH SAID SOUTH MARGIN OF THE WARNER ROAD, 223.00 FEET TO A POINT THAT IS SOUTH 00°21'00" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 00°21'00" WEST 205.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS TRACT C OF SHORT PLAT NO. 34-72 AS APPROVED MAY 18, 1972.)

SITUATED IN SKAGIT COUNTY, WASHINGTON.

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.

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 26th day of October, 2017

OWNER: JAMES P. HUME and ERICA HUME, husband and wife

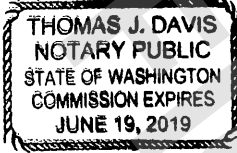
BY: James P. Hume
JAMES P. HUME

BY: Erica Hume
ERICA HUME

STATE OF WASHINGTON)
COUNTY OF Skiagit) SS

On this 26th day of October, 2017 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES P. HUME**, 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]
(Signature of Notary)
Thomas J. Davis
(Print or stamp name of Notary)

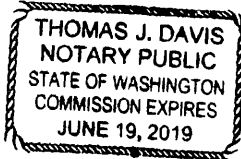
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

STATE OF WASHINGTON)
COUNTY OF Skiagit) SS

On this 26th day of October, 2017 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ERICA HUME**, 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]
(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 P50080

EASEMENT DESCRIPTION

THE NORTH 6.00 FEET OF THE WEST 10.00 FEET OF TRACT B OF SHORT PLAT NO. 34-72 AS APPROVED MAY 18, 1972, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

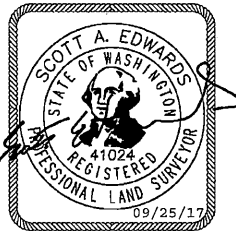


EXHIBIT B

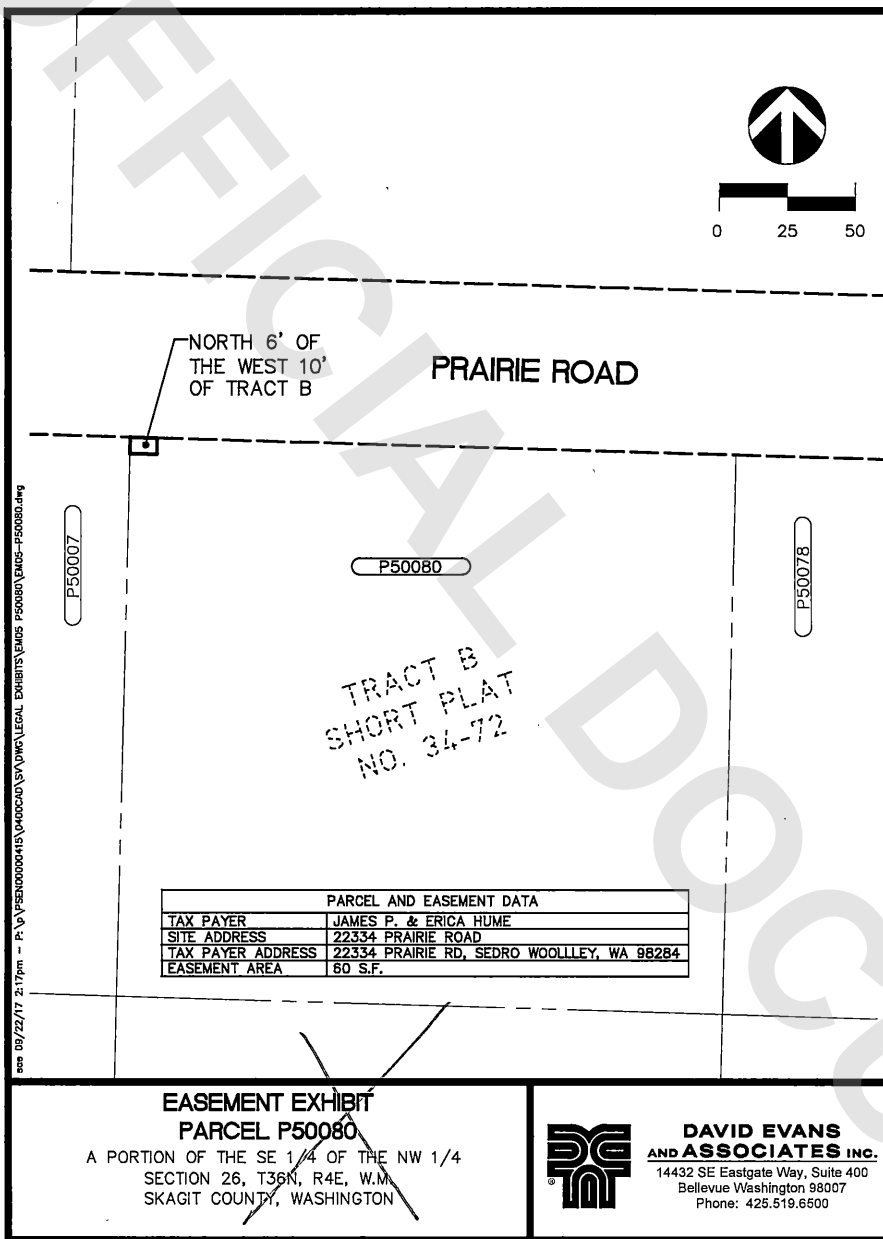


EXHIBIT A

PARCEL P50007

EASEMENT DESCRIPTION

A 10.00 FEET WIDE STRIP OF LAND, BEING A PORTION OF TRACT C OF SHORT PLAT NO. 34-72 AS APPROVED MAY 18, 1972, AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN, SAID STRIP BEING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED THE CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF PRAIRIE ROAD (FORMERLY WARNER ROAD) AND THE WEST LINE OF THE EAST 743 FEET OF SAID SUBDIVISION;
THENCE NORTH $88^{\circ}18'46''$ WEST ALONG SAID SOUTH MARGIN 197.27 FEET TO THE BEGINNING OF SAID CENTERLINE;
THENCE SOUTH $01^{\circ}41'14''$ WEST 6.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

SAID STRIP CONTAINS 60 SQUARE FEET, MORE OR LESS.

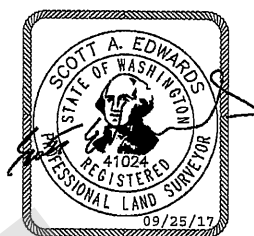


EXHIBIT B

