



201810010148

10/01/2018 01:19 PM Pages: 1 of 3 Fees: \$103.00
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
OCT 01 2018

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



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

MID203

REFERENCE #:
GRANTOR (Owner): **WASTE MANAGEMENT OF WASHINGTON, INC.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 3, SHORT PLAT 96-012, NE 03-34N-03E**
ASSESSOR'S PROPERTY TAX PARCEL: **P109661**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WASTE MANAGEMENT OF WASHINGTON, INC.**, who acquired title as **ENVIRONMENTAL WASTE OF SKAGIT COUNTY, INC.**, dba **RURAL SKAGIT SANITATION, INC.** ("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:

LOT 3, OF SKAGIT COUNTY SHORT PLAT No. 96-012, APPROVED OCTOBER 2, 1996 AND RECORDED OCTOBER 11, 1996, AS AUDITOR'S FILE No. 9610110054, IN VOLUME 12 OF SHORT PLATS, PAGE 155, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.;

EXCEPT THAT PORTION GRANTED TO SKAGIT COUNTY UNDER THAT CERTAIN RIGHT-OF-WAY DEED RECORDED SEPTEMBER 24, 2001 UNDER AUDITOR'S FILE No. 200109240142.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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: 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.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.

No Consideration Paid

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 in the Easement Area as it may require for such systems. PSE shall have the reasonable 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 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. For purposes of this easement, surfacing materials for vehicular and pedestrian use, and utilities are not considered to be inconsistent with the rights granted herein. *

5. No warranty. PSE agrees that this Easement is made under and subject to all matters of record and accepts the condition of the Easement Area on an "AS IS" basis. Owner makes no warranty or representation with respect to its right, title, and interest in and to the Easement Area or the condition thereof; and the easement(s) granted by this Easement are subject to all leases, easements, rights-of-way, encumbrances, covenants, conditions, exceptions, agreements, restrictions, servitudes, and reservations heretofore granted or reserved, of record, and physical obstructions. *

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, however, PSE does not have the right to grant use of or assign its interest in the Easement to third parties for operations not related to electric power transmission and/or distribution.

9. 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 20th day of September, 2018 ("Effective Date")

OWNER:

WASTE MANAGEMENT OF WASHINGTON, INC.

By: 
JAMES A. WILSON

Its: Vice President ~~and Assistant Secretary~~

PUGET SOUND ENERGY, INC

By: 
Darby MH Broyles, Supervisor Real Estate

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

On this 20th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared JAMES A. WILSON, to me known to be the person(s) who signed as VICE PRESIDENT AND ASSISTANT SECRETARY of WASTE MANAGEMENT OF WASHINGTON, INC., the company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said company.

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



Cynthia Schultz
 (Signature of Notary)
CYNTHIA SCHULTZ
 (Print or stamp name of Notary)

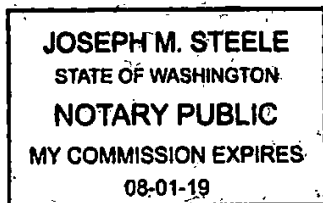
NOTARY PUBLIC in and for the State of Illinois, residing at DuPage County
 My Appointment Expires: 9-23-22

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

STATE OF WASHINGTON)
) ss
 COUNTY OF SKAGIT)

On this 24th day of SEPTEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darby MH 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.



Joseph M. Steele
 (Signature of Notary)
JOSEPH M. STEELE
 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of Washington, residing at BELLINGHAM

My Appointment Expires: AUGUST 1, 2019

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

Exhibit A

