



201812240117

12/24/2018 02:17 PM Pages: 1 of 4 Fees: \$102.00
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

20185568
DEC 24 2018

Amount Paid \$ 31.70
Skagit Co. Treasurer
By *mm* Deputy



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

M10230

REFERENCE #:

GRANTOR (Owner):

MICHAEL PREUSS AND MINDY PREUSS

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTNSE NW, SEC 34, TWP 34N, 04E

ASSESSOR'S PROPERTY TAX PARCEL: P29718

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MICHAEL PREUSS AND MINDY PREUSS**, 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:

ONE (1) EASEMENT AREA TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH 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, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B".

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto. 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. Owner shall be entitled to compensation for damage to the Property caused by the exercise of such right of access by PSE.

2. 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, that Owner shall not construct or maintain any building or other structure on the Easement Area.

3. 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.

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, 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.

DATED this 7 day of December, 2018.

OWNER:

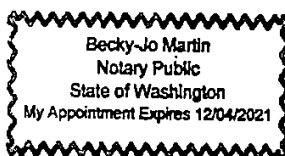
BY: [Signature]
MICHAEL PREUSS

BY: [Signature]
MINDY PREUSS

STATE OF WASHINGTON)
COUNTY OF Spokane) SS

On this 7th day of December, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL PREUSS AND MINDY PREUSS**, 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)
Becky Jo Martin
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 170 E College Way Ste A Mt Vernon WA 98273

My Appointment Expires: 12/04/2021

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE SOUTH 01°14'27" WEST ALONG THE EAST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1,621.83 FEET TO THE SOUTH LINE OF THE LITTLE MOUNTAIN ROAD; THENCE SOUTH 89°22'17" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.02 FEET TO THE WEST LINE OF EAST 30 FEET OF THE NORTHWEST ¼ OF SAID SECTION 34 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°22'17" WEST ALONG THE SOUTH LINE OF THE LITTLE MOUNTAIN ROAD, A DISTANCE OF 294.54 TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING RADIUS OF 1,175.92 FEET THENCE WESTERLY ALONG THE SOUTH LINE OF THE LITTLE MOUNTAIN ROAD AND SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'08" AND AN ARC DISTANCE OF 438.57 FEET TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO ERIC A SWANSON AND LEAH M SWANSON BY STATUTORY WARRANTY DEED RECORDED UNDER AUDITORS FILE NO. 200007280107; THENCE SOUTH 03°52'30" EAST ALONG THE EAST LINE OF SAID SWANSON PROPERTY, A DISTANCE OF 523.28 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 41°17'12" EAST, A DISTANCE OF 279.10 TO THE NORTH LINE OF THE SOUTH 305.03 FEET OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE SOUTH 89°37'36" EAST ALONG SAID NORTH LINE, A DISTANCE OF 489.99 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE NORTH 01°14'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 662.25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

