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03/18/2019 01:30 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way SKAGIT COUNTY WASHINGTON
1660 Park Lane REAL ESTATE EXCISE TAX
Burlington, WA 98233

2019954
MAR 18 2019

Amount Paid \$ 62.⁶⁹
Skagit Co. Treasurer
By *mlm* Deputy



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

M10247

REFERENCE NO.: N/A
GRANTOR: STEVEN L. SELF & MELISSA L. SELF
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW ¼, SEC 36, TWN 34 N, RNG 4 E
ASSESSOR'S PROPERTY TAX PARCEL: P29841 (340436-0-006-0008)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STEVEN L. SELF and MELISSA L. SELF, husband and wife ("Grantor" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("Grantee" herein), for the specific purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

Tract 1 of Revised Short Plat No. 3.74, approved September 21, 1977 and recorded September 23, 1977, under Auditor's File No. 865327 in Volume 2 of Short Plats, Page 128, records of Skagit County, Washington; being a portion of Government Lot 2 of Section 36, Township 34 North, Range 4 East, W.M.

Situate in Skagit County, Washington.

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

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE WESTERLY MARGIN OF THE EXISTING SIXTY FOOT WIDE PUBLIC RIGHT-OF-WAY KNOWN AS WEST BIG LAKE BLVD.

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

The Easement Area shall not be extended or supplemented without the Grantor's written consent reflected in a signed and recorded amendment to this Easement.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and upgrade the existing overhead facilities electric transmission and distribution lines within the Easement Area. Such systems are limited to overhead facilities electric transmission and distribution lines.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, maintain such facilities as it may require for such existing systems. Grantee shall have the right of access to the Easement

Area over and across the Easement Area only to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. Grantor's Use of Easement Area. Grantor specifically reserves the right to use the Easement Area for any purpose that does not interfere with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects in the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee shall release, protect, defend, and indemnify Grantor and their heirs, successors, and assigns, and their respective shareholders, officers, directors, members, managers, and employees, from and against liabilities, claims, losses, actions, damages, demands, costs, and expenses of any kind, including, but not limited to, legal fees and costs, resulting from, or in any way connected with, the acts or omissions of Grantee or its contractors or representatives in the use of the Easement Area granted herein, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

7. Hazardous Substances and Waste. Grantee, and its successors, assigns, and agents, covenant and agree they will not use, store or dispose of any hazardous substances or wastes in or around the Easement Area and further covenant and agree they shall strictly comply with any and all governmental laws, regulations and ordinances regarding the handling, transportation and storage of hazardous substances and hazardous wastes.

8. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions in this Easement, protect its interest in any manner arising under this Easement or to recover damages for any breach under this Easement, the non-prevailing party shall pay the prevailing party its costs, damages, and expenses, including, but not limited to attorneys' fees and costs incurred.

9. Applicable Law. This Easement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Skagit County shall be the venue of any suit or proceeding brought with respect to this Easement.

10. Entire Agreement; Modifications. This Easement reflects the entire understanding between the parties with respect to the transactions contemplated herein. Neither this Easement nor any provision in this Easement may be waived, modified, amended, discharged or terminated, except by an agreement in writing signed by both parties and then, only to the extent set forth in such agreement.

DATED this 19 day of February, 2019.

GRANTOR:


 STEVEN L. SELF

Melissa L. Self
MELISSA L. SELF

GRANTEE:

PUGET SOUND ENERGY, INC., a Washington corporation

By: Darby Broyles
Darby Broyles, Supervisor Real Estate

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this ~~21st~~ day of February, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEVEN L. SELF** and **MELISSA L. SELF** to me known to be the individuals 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.

ALI MAKI
STATE OF WASHINGTON
NOTARY -- PUBLIC
My Commission Expires 08-14-2019

Ali Maki
(Signature of Notary) **ALI MAKI**

(Print or stamp name of Notary)
Notary Public in and for the State of Washington,
residing at Mukilteo, WA

My Appointment Expires: 08-14-19

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 7th day of March, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Darby Broyles**, to me known to be the **Supervisor Real Estate** of **PUGET SOUND ENERGY, INC.**, the corporation 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 said corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

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

NOTARY PUBLIC
STATE OF WASHINGTON
AMY M. HOOVER
My Appointment Expires
JANUARY 12, 2022

Amy M Hoover
(Signature of Notary)
Amy M. Hoover
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Whatcom County
My Appointment Expires: 1-12-22

EXHIBIT "A"
(DIAGRAM OF EASEMENT AREA)

