201903250123

03/25/2019 03:39 PM Pages: 1 of 3 Fees: \$101.00

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

SKAGIT COUNTY WASHINGTON REAL ESTATE AXCISE TAX

Amount Paid \$
Skagit Co. Treasurer
By Deputy

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

PSE PUGET SOUND ENERGY

REFERENCE #:

GRANTOR (Owner): GRANTEE (PSE): JOEL G. DEAN and JENNIFER R. DEAN

PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: LT 1, SP PL-02-0037; PTN NW 14, SW 14, 28-34-04 E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P119251

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JOEL G. DEAN and JENNIFER R. DEAN, 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:

LOT 1 OF SHORT PLAT NO. PL-02-0037, APPROVED JUNE 14, 2002 AND RECORDED JUNE 17, 2002, UNDER AUDITOR'S FILE NO. 200206170056 AND BEING A PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

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:

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 "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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.

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- 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 14 May of March 20 19

OWNER:

BY: JOEL G. DEAN

BY: JEMNIFER R. DEAN

STATE OF WASHINGTON) SCOUNTY OF Sucreit)

On this 11Hu day of Notice, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOEL G. DEAN and JENNIFER R. DEAN, 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.

NOTARY PUBLIC STATE OF WASHINGTON MICHELLE RUDE My Appointment Expires NOVEMBER 30, 2021 (Signature of Notary)

Mchelle Rude
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Kallowal 104

My Appointment Expires: Nav 30 2021

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

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