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04/09/2019 10:33 AM Pages: 1 of 6 Fees: \$104.00
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
APR 09 2019

Amount Paid \$ ✓
Skagit Co. Treasurer
By *man* Deputy



EASEMENT

REFERENCE #: **CODY CORFE**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **PORTION SE SW and NE SW SEC 24-36N-4E**
SHORT LEGAL: **P100487**
ASSESSOR'S PROPERTY TAX PARCEL: **P100487**

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
m10252

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CODY CORFE, as his separate property** ("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: 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.

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 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.

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.

5. 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.

6. 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.

7. 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 3 day of April, 2019.

GRANTOR:

By: 

CODY CORFE

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 3 day of April, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CODY CORFE** to me known to be the individual 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.



Shelley C Knight
(Signature of Notary)

Shelley C Knight
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Mt Vernon

My Appointment Expires: 4-29-2020

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

Exhibit "A"

The North 140 feet of the West 300 feet of the following described tract:

The Southeast quarter of the Southwest quarter, EXCEPT the West 90.75 feet thereof in Section 24, Township 36 North, Range 4 East, W.M.;

EXCEPTING from the above described premises, that portion thereof lying within the boundaries of the Upper Samish Road;

TOGETHER WITH the following described parcel:

BEGINNING at the Southeast corner of the North 140 feet of the West 300 feet of the Southeast quarter of the Southwest quarter, EXCEPT the West 90.75 feet thereof in Section 24, Township 36 North, Range 4 East, W.M., as conveyed to Cody Corfe, a single man, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 201205240066 (herein described as the "Corfe Parcel");

Thence Easterly parallel with the North line of the said Southeast quarter of the Southwest quarter of said Section 24, Township 36 North, Range 4 East, W.M., to the East line of that parcel conveyed to Blake Gross and Joey Gross, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 200712190072;

Thence Northerly along said East line to the North line of said Southeast quarter of the Southwest quarter of said Section 24, Township 36 North, Range 4 East, W.M.;

Thence Westerly along the said North line to the Northeast corner of the above described Corfe parcel;

Thence Southerly along the East line of the Corfe parcel to the POINT OF BEGINNING.

ALSO TOGETHER WITH that portion of the Southeast quarter of the Southwest quarter of said Section 24, Township 36 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of the Southwest quarter of Section 24, (Southwest Section corner);

Thence South $87^{\circ}56'50''$ East along the South line of said Southwest quarter for a distance of 1,641.96 feet, more or less, to the Southerly projection of the easterly right-of-way margin of Upper Samish Road;

Thence North $0^{\circ}10'59''$ East along said Easterly line for a distance of 870.43 feet, more or less, to the Southwest corner of that certain parcel conveyed to David W. Bryson and Diane Bryson, husband and wife, by Quit Claim Deed recorded under Skagit County Auditor's File No. 200103070094;

Thence South $87^{\circ}56'11''$ East along the South line of said Bryson parcel for a distance of 223.45 feet, more or less, to the Southeast corner thereof;

Thence North $2^{\circ}14'10''$ East along the East line of said Bryson parcel for a distance of 310.00 feet, more or less, to the Northeast corner thereof, also being the Southwest corner of that certain parcel conveyed to Cody Corfe by Quit Claim Deed recorded under Skagit County Auditor's File No. 201407290113;

Thence South 87°56'11" East along the South line of said Corfe parcel parallel with the North line of said Southeast quarter of the Southwest quarter for a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

Thence continue South 87°56'11" East along said South line of said Corfe parcel for a distance of 463.96 feet, more or less, to the Southeast corner thereof, also being the East line of that certain parcel conveyed to Dale and Amy Wolters, husband and wife, by Statutory Warranty Deed recorded under Auditor's File No. 201412050032;

Thence South 2°03'10" West along said East line for a distance of 101.85 feet;

Thence North 87°56'11" West for a distance of 426.38 feet, more or less, to a point bearing South 0°36'05" West from the TRUE POINT OF BEGINNING;

Thence North 0°36'05" East for a distance of 101.89 feet, more or less, to the TRUE POINT OF BEGINNING.

AND ALSO TOGETHER WITH that portion of the Northeast quarter of the Southwest quarter of Section 24, Township 36 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of that certain parcel conveyed to Taylor J. Reijm by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 201402210085;

Thence South 87°56'11" East along the South line of said Reijm parcel, also being the South line of said Northeast quarter of the Southwest quarter, for a distance of 703.09 feet, more or less, to the Northeast corner of that certain parcel conveyed to Cody Corfe by Quit Claim Deed recorded under Skagit County Auditor's File No. 201407290113;

Thence North 2°03'10" East along the Northerly projection of the East line of said Corfe parcel for a distance of 10.00 feet;

Thence North 87°56'11" West for a distance of 703.42 feet, more or less, to the East margin of the Upper Samish Road at a point bearing North 0°10'59" East from the POINT OF BEGINNING;

Thence South 0°10'59" West along said east line for a distance of 10.00 feet, more or less, to the POINT OF BEGINNING.

ALSO EXCEPT that portion of the Southeast quarter of the Southwest quarter of Section 24, Township 36 North, Range 4 East, W.M., described as follows:

BEGINNING at the Southwest corner of the Southwest quarter of Section 24, (Southwest Section corner);

Thence South 87°56'50" East along the South line of said Southwest quarter for a distance of 1,641.96 feet, more or less, to the Southerly projection of the Easterly right-of-way margin of Upper Samish Road;

Thence North 0°10'59" East along the easterly line for a distance of 870.43 feet, more or less, to the Southwest corner of that certain parcel conveyed to David W. Bryson and Diane Bryson, husband and wife, by Quit Claim deed recorded under Skagit County auditor's File No. 200103070094;

Thence South 87°56'11" East along the South line of said Bryson parcel for a distance of 223.45 feet, more or less, to the Southeast corner thereof;

Thence North 2°14'10" East along the East line of said Bryson parcel for a distance of 310.00 feet, more or less, to the Northeast corner thereof, also being the Southwest corner of that certain parcel conveyed to Cody Corfe by Quit Claim deed recorded under Skagit County Auditor's File No. 201407290113;

Thence South 87°56'11" East along the South line of said Corfe parcel parallel with the North line of said Southeast quarter of the Southwest quarter for a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

Thence North 0°36'05" East for a distance of 7.00 feet;

Thence North 87°56'11" West parallel with the North line of said Southeast quarter of the Southwest quarter for a distance of 296.61 feet, more or less, to said East margin of Upper Samish Road;

Thence South 0°10'59" West along said East line for a distance of 7.00 feet, more or less, to the Northwest corner of said Bryson parcel recorded under Skagit County Auditor's File No. 200103070094, at a point bearing North 87°56'30" West from the TRUE POINT OF BEGINNING;

Thence South 87°56'11" East along said North line, or North line projected, for a distance of 269.56 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 3.37 acres