



201904100060

04/10/2019 04:05 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Bryan Petri
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



EASEMENT

REFERENCE #: SEDRO-BELLINGHAM #4 PHASE C W/O #111024366
GRANTOR (Owner): BENNETT
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SW ¼ SE ¼, 1-36N-03E
ASSESSOR'S PROPERTY TAX PARCEL: P47565 / 36030140080008

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JOHN R. BENNETT and LAURA F. BENNETT, 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 – LEGAL DESCRIPTION
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:

SEE EXHIBIT B- EASEMENT DESCRIPTION
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SEE EXHIBIT C – EASEMENT SKETCH
A DIAGRAM DEPICTING THE APPROXIMATE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS A VISUAL AID ONLY.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20191265
APR 10 2019

Amount Paid \$15.68
Skagit Co. Treasurer
By *man* Deputy

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. 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. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

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.

5. 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.

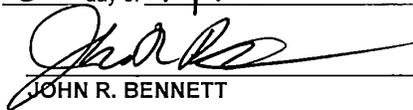
6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable 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. 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 02 day of April, 2019.

OWNER:


JOHN R. BENNETT

OWNER:


LAURA F. BENNETT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 2nd day of April, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN R. BENNETT and LAURA F. BENNETT**, 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.

Bryan Petri

(Signature of Notary)

Bryan Petri

(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Washington, residing

at Snohomish County

My Appointment Expires: 5-15-20

EXHIBIT A - LEGAL DESCRIPTION

APN P47565

PER STATUTORY WARRANTY DEED AFN 201808100046:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. LYING EASTERLY OF COUNTY ROAD KNOWN AS ALGER-LAKE SAMISH ROAD.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

	HARMSSEN 603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273 (360) 338-9199 - (888) 794-7811 WWW.HARMSSEN.LLC.COM	PREPARED FOR: PUGET SOUND ENERGY	
		JOB NO. 15-123	DATE: MARCH 2019

EXHIBIT B - EASEMENT DESCRIPTION

APN P47565

A 10-FOOT WIDE STRIP OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN LYING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE THE NORTHWEST CORNER OF THAT PROPERTY HEREIN DESCRIBED AS EXHIBIT "A", SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1 WITH THE EASTERLY RIGHT-OF-WAY MARGIN OF LAKE SAMISH ROAD.

THENCE SOUTH 11°42'55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY MARGIN TO A POINT ADJACENT TO AN EXISTING POWER POLE, AND THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION. THENCE NORTH 77°53'28" EAST ALONG THE BISECTOR ANGLE OF THE EXISTING POWER POLE ALIGNMENT FOR A DISTANCE OF 30.00 FEET TO THE TERMINUS OF SAID CENTERLINE DESCRIPTION.

THE SIDE LINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO FIT WITHIN THE CONFINES OF SAID PARCEL DESCRIBED IN EXHIBIT "A".

A SKETCH IS ATTACHED AS EXHIBIT "C" AND BY REFERENCE THERETO IS MADE A PART HEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

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