


RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Dept/ Real Estate
1660 Park Lane
Burlington, WA 98233


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Skagit County Auditor



PUGET SOUND ENERGY

ACCOMMODATION RECORDING ONLY
GUARDIAN NORTHWEST TITLE CO.
M10253

**CONSENT FOR USE
OF PUGET SOUND ENERGY RIGHT-OF-WAY**

REFERENCE #:	459743
GRANTOR (PSE):	PUGET SOUND ENERGY, INC.
GRANTEE (OWNER/REQUESTOR):	JEREMY F. MCNETT
SHORT LEGAL:	LOT 1B GOODMAN SHORT PLAT NO. 05-120
ASSESSOR'S PROPERTY TAX PARCEL:	P126496 (350231-4-004-0300)

This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and **JEREMY F. MCNETT**, "Owner/Requestor" herein:

PSE operates and maintains utility facilities in an easement on property located at 11717 Hummingbird Lane, Anacortes, more particularly described as **LOT 1B OF SKAGIT COUNTY SHORT PLAT NUMBER 05-120, RECORDED UNDER AF#200707240084, BEING A PORTION OF THE SE1/4 OF THE NE1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.** The location and extent of PSE's easement rights and its Easement Area are more specifically described in the easement document(s) recorded under Auditor's File Number(s) 459743 (the "Easement").

Owner/Requestor desires the consent of PSE to utilize portions of the Easement Area for the following described uses:

- A. Asphalt pave twelve (12) feet wide driveway.**
- B. Utility crossing, including natural gas, water and underground electrical services (including padmount transformer).**

As shown on the drawing marked **Exhibit "A"** attached hereto.

PSE and Owner/Requestor agree that Owner/Requestor may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. Owner/Requestor shall not interfere with PSE's rights under the Easement. If Owner/Requestor's use of the Easement Area interferes with or becomes a hazard to PSE's ability to access, construct, operate, inspect, maintain or repair PSE's facilities within the Easement Area, as determined by PSE in its sole discretion, Owner/Requestor will be required to immediately correct such interference or hazard at Owner/Requestor's sole cost and expense. If Owner/Requestor fails to correct such interference or hazard, then PSE may remove the interference or hazard and Owner/Requestor shall reimburse PSE for its incurred costs.

2. No filling and/or grading is allowed within the Easement Area without PSE's prior written consent. Owner/Requestor shall be responsible for all costs associated with adjusting or modifying PSE's facilities to accommodate the uses approved by this consent Agreement.

3. All persons, equipment and activities must stay at least twenty (20) feet away from all power lines.

4. Flammable and/or volatile materials may not be stored on the Easement Area.

5. PSE's access to its facilities within the Easement Area shall not be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at all times. Landscaping must not interfere with such access. PSE shall not be responsible for any damage or costs relating to PSE's removal of unauthorized fences, materials or other items or structures, nor shall PSE be responsible for replacing such unauthorized uses. Any construction within the Easement Area must be consistent with the above-mentioned restriction, as well as the following,

- **Owner/Requestor and all persons and equipment working in the vicinity of the energized overhead electric transmission lines shall maintain minimum clearances required by OSHA, WISHA, WAC or other applicable code at all times.**
- **There shall be no excavations or equipment operating within 20 feet of existing structures.**
- **Underground pipelines shall be marked with permanent above ground markers where they enter and exit the easement area.**
- **Driveway shall be designed for HS-20 loading. PSE shall not be responsible for damage due to heavy equipment access.**
- **No streetlights, fire hydrants, or other above ground obstructions shall be located within PSE's easement area.**

6. All shrubs and trees to be situated in the Easement Area must be of low growing varieties which do not exceed fifteen (15) feet in height at maturity.

7. Owner/Requestor assumes all risk of loss, damage, or injury which may result from Owner/Requestor's use of the Easement Area. Owner/Requestor shall indemnify PSE from and against any liability or damage incurred by PSE as a result of (i) the negligence or willful misconduct of Owner/Requestor, or its employees, agents or contractors (collectively, the "Indemnifying Parties"); (ii) the exercise by Indemnifying Parties of the rights granted under this Agreement; or (iii) resulting from Owner/Requestor's breach of this Agreement, but nothing herein shall require Owner/Requestor to indemnify PSE for that portion of any such liability attributable to the negligence of PSE, its employees, agents or contractors. Any damage to or impairment of PSE's facilities caused by or resulting from Owner/Requestor's use may be repaired or remedied by PSE at PSE's option, and PSE shall be entitled to recover from Owner/Requestor all costs incurred by PSE related to such repair or remedy.

8. The provisions of this Agreement shall not modify or amend any terms of the Easement. In the event of any conflict between the terms of this Agreement and the Easement, this Agreement shall prevail.

9. PSE does not own the land within the Easement Area. If you are not the Owner of such lands, you must acquire rights for such use from the landowner.

10. Owner/Requestor must notify PSE's Regional Customer & System Planning (C&SP) Engineer 1-888-321-7779 at least 48 hours prior to beginning any construction activities.

11. The terms and conditions herein shall be binding upon the parties and their respective successors and assigns.

Approved:

PUGET SOUND ENERGY, INC.

Darby Broyles

By:

Darby MH Broyles, Supervisor Real Estate

Date: 4.9.19

Agreed to and Accepted:

J McNett

By:

JEREMY F. MCNETT

Date: 4-9-2019