

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233



201907160025

07/16/2019 11:04 AM Pages: 1 of 3 Fees: \$103.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019 2937
JUL 16 2019

Amount Paid \$68.19
Skagit Co. Treasurer
By *man* Deputy



GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT

M 10270

GRANTOR (Owner): ANDERSON
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW1/4 SW1/4 SEC 4 TWN 36N, RGE 4E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P48839, 360404-3-003-0209

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CHAD W. ANDERSON AND CHARLENE E. ANDERSON**, husband and wife ("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:

THAT PORTION OF NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE FORMER RAILROAD RIGHT-OF-WAY, NOW THE C.C.C. ROAD AND LYING EASTERLY OF THE CAIN LAKE ROAD, AS NOW ESTABLISHED AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 4; THENCE SOUTH 0 05'32" WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼, 291.22 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF A LINE OF IRON PIPES, AS ESTABLISHED ON AN EXISTING FENCE LINE; THENCE SOUTH 89 52'46" EAST ALONG SAID LINE 581.97 FEET TO AN IRON PIPE ON THE EASTERLY MARGIN OF SAID CAIN LAKE ROAD AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUE SOUTH 89 52'46" EAST ALONG SAID FENCE LINE, 562.08 FEET TO AN IRON PIPE ON THE WESTERLY MARGIN OF SAID C.C.C. ROAD AND THE TERMINUS OF SAID DESCRIBED LINE. EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE NORTH 214.01 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID DESCRIBED TRACT).

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:

EASEMENT AREA No. 1: THE WESTERLY FIVE (5) FEET OF THE HEREIN DESCRIBED PROPERTY PARALLEL WITH AND ABUTTING THE EASTERLY RIGHT OF WAY LINE OF ALGER-CAIN LAKE ROAD.

EASEMENT AREA No. 2 (ANCHOR): AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY TO A DISTANCE OF TEN (10) FEET EASTERLY FROM THE WESTERLY LINE OF SAID PROPERTY.

EASEMENT AREA No. 3 (ANCHOR): AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY TO A DISTANCE OF ELEVEN (11) FEET EASTERLY FROM THE WESTERLY LINE OF SAID PROPERTY.

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:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and

b. 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. 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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

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 25 day of June, 2019.

OWNERS: **CHAD W. ANDERSON AND CHARLENE E. ANDERSON**, husband and wife

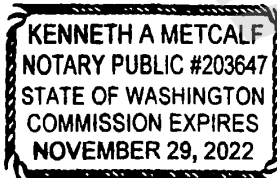
BY: _____

BY: _____

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 25th day of June, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CHAD W. ANDERSON AND CHARLENE E. ANDERSON**, husband and wife, 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.



Kenneth A. Metcalf
(Signature of Notary)

Kenneth A. Metcalf
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Arlington
My Appointment Expires: 11-29-2022

Notary seal, text and all notations must not be placed within 1" margins