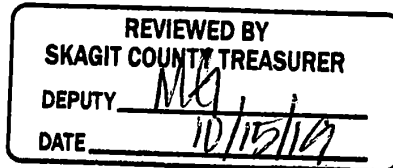




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10/15/2019 01:31 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

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



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT

M10287

REFERENCE #:
GRANTOR (Owner): KEVIN MAAS AND SARAH MAAS
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PORTION SW NE QTR, SEC 30-34N-4E
ASSESSOR'S PROPERTY TAX PARCEL: P29141

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KEVIN MAAS AND SARAH MAAS**, 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:

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:

EASEMENT No. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT No. 2: 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 REAL PROPERTY, EXCEPT WITHIN EASEMENT AREA No. 1.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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.

No Consideration Paid

Overhead facilities. Poles; streetlights 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 27th day of September, 20 19.

OWNER:

By:

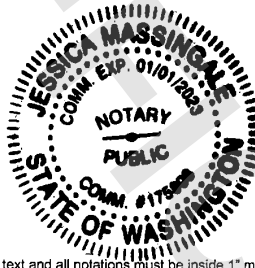

KEVIN MAAS

By:


SARAH MAAS

STATE OF WASHINGTON)
COUNTY OF Shagit) SS

On this 27 day of September, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KEVIN MAAS and SARAH MAAS**, 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.



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

Jessica M Massingale
(Signature of Notary)
Jessica Massingale
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Mt. Vernon, WA 98273
My Appointment Expires: Jan 1, 2023

Exhibit "A"

That portion of the Southwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 544.5 feet (33 rods) South of and 246 feet West of the Northeast corner of said Southwest Quarter of the Northeast Quarter;

Thence South 354 feet;

Thence West 414 feet;

Thence North 354 feet;

Thence East 414 feet to the point of beginning,

EXCEPT that portion conveyed to the City of Mount Vernon for Douglas Street,

AND ALSO EXCEPT the South two acres of said premises,

AND ALSO EXCEPT that portion thereof lying between the Southerly extensions of the East and West lines of Walter Street as shown in the "PLAT OF THE SOUTHERN ADDITION TO MT. VERNON", as per plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington, which portion was conveyed to the City of Mount Vernon by deed recorded December 12, 1957, under Auditor's File No. 559566,

ALSO, EXCEPT the following described tract:

Beginning at the Northwest corner of a tract conveyed to W. A. Fader by deed recorded January 9, 1934, under Auditor's File No. 259580, which point is also 677.6 feet, more or less, from the South line of the Southwest Quarter of the Northeast Quarter of said Section 30;

Thence East, along the North line of said Fader tract a distance of 115.86 feet, more or less, to the Northeast corner of Tract 1, City of Mount Vernon Short Plat no. MV-7-88, approved December 12, 1988, recorded December 13, 1988 in Book 8 of Short Plats, page 97, under auditor's File No. 8812130033;

Thence North, parallel with the East line of Douglas Street, a distance of 15.5 feet;

Thence West to the East line of Douglas Street;

Thence Southerly, along said East line, a distance of 15.5 feet, more or less, to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.