



**201912060078**

12/06/2019 12:54 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2019.5289  
DEC 06 2019

**ORIGINAL**



**AERIAL EASEMENT**

Amount Paid \$69.08  
Skagit Co. Treasurer  
By *Tram* Deputy

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.

**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:

~~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.~~

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, 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 notify PSE within 30 days of any and all work being done within the easement area to insure State safety standards are being observed.

**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.



**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) 336-9199 - (888) 794-7811  
WWW.HARMSSENLLC.COM

PREPARED FOR: <b>PUGET SOUND ENERGY</b>	
JOB NO. 15-123	DATE DEC 2018

**EXHIBIT B - EASEMENT DESCRIPTION**  
APN P47565

A 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, BEING THE WESTERLY AND SOUTHWESTERLY 15-FEET OF THAT PROPERTY HEREIN DESCRIBED AS EXHIBIT "A" LYING PARALLEL WITH, ADJACENT TO, AND MEASURED AT RIGHT ANGLES FROM THE EASTERLY AND NORTHEASTERLY RIGHT-OF-WAY MARGIN OF LAKE SAMISH ROAD.

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.



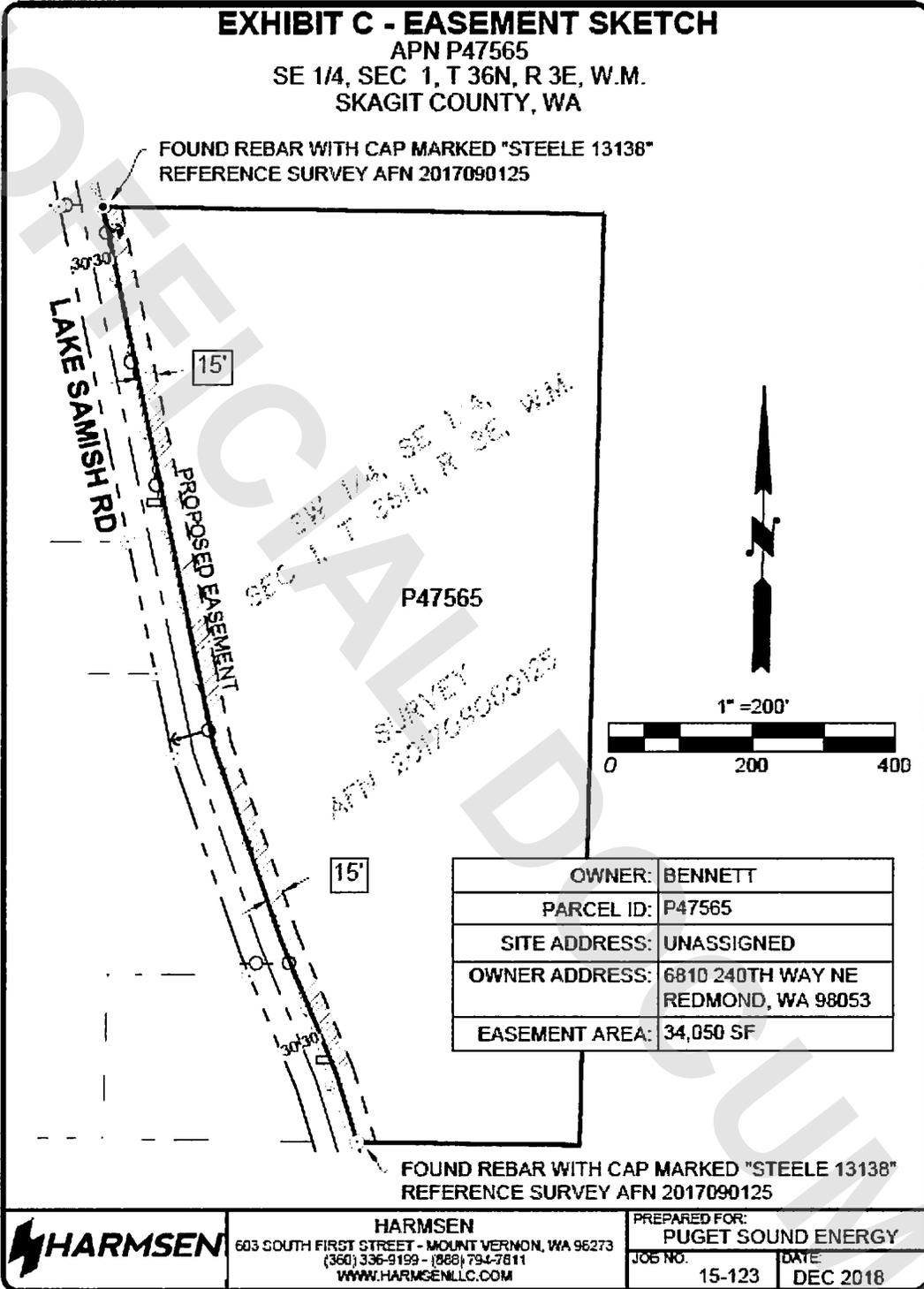
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**EXHIBIT C - EASEMENT SKETCH**

APN P47565  
 SE 1/4, SEC 1, T 36N, R 3E, W.M.  
 SKAGIT COUNTY, WA

FOUND REBAR WITH CAP MARKED "STEELE 13138"  
 REFERENCE SURVEY AFN 2017090125



FOUND REBAR WITH CAP MARKED "STEELE 13138"  
 REFERENCE SURVEY AFN 2017090125



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