

202001170119

01/17/2020 03:44 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 17 2020

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By *Mh* Deputy



EASEMENT GUARDIAN NORTHWEST TITLE CO.

M10302

REFERENCE #: N/A  
GRANTOR (Owner): City of Sedro Woolley  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. Lot(s) 7, and 9, "Jameson Acreage" (PTN NW26-35N-04E)  
ASSESSOR'S PROPERTY TAX PARCEL: P76523; and P76509

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Sedro-Woolley**, a Washington Municipal Corporation ("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: 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 PARCEL, AS GENERALLY SHOWN ON EXHIBIT "B".

**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.

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 2nd day of December, 2019.

OWNER:

**CITY OF SEDRO-WOOLLEY,**  
a Washington Municipal Corporation

By: Julia Johnson  
Julia Johnson, Mayor

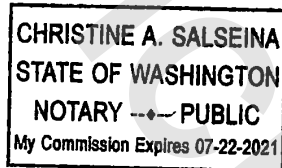
STATE OF WASHINGTON

COUNTY OF SKAGIT

) ss

On this 2nd day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Julia Johnson, to me known or proved by satisfactory evidence to be the person who signed as Mayor, of City of Sedro-Woolley, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Christine A. Salseina  
(Signature of Notary)

Christine A. Salseina  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Skagit Co.

My Appointment Expires: 07-22-2021

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

## EXHIBIT "A"

**Source of Legal Description, Statutory Warranty Deed AFN 201204130103:**

Lot 7 and that portion of Lot 9, "Map of Acreage Property in North ½ of Northwest ¼ and Lot 1, Section 26, Township 35 North, Range 4 East, Jameson's Acreage", as per plat recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of Lot 8; thence West along the line between Lot(s) 7 and 9, a distance of 330.7 feet; thence South at right angles to the South line of said Lot 9; thence Easterly along the South line of said Lot 9 Southeast corner thereof; thence North to the place of beginning.

Except right-of-way Rhodes Road along the East line of said Lot 7 and except County right-of-way along the South line of said Lot 9.

Also except the following described Tracts 1 through 5:

Tract 1: That portion of Lot 7, described as follows:

Beginning at a point 293.7 feet South and 15 feet West of the North ¼ of Section 26, Township 35 North, Range 4 East, W.M.; thence South along the East line of said Lot 7 distance of 145 feet; thence North 78° West 95 feet; thence North 35° West 75 feet; thence North 65° West 150 feet to the point of beginning.

Tract 2: That portion of lot 7, described as follows:

Beginning at a point 218.7 feet South and 15 feet West of the North ¼ corner of Section 26, Township 35 North, Range 4 East, W.M.; thence South along the East line of said Lot 7 a distance of 75 feet; thence South 65° West 150 feet; thence North 35° West 40 feet; thence North 21°30' East 113 feet, more or less, to a point 120 feet due West of the point of beginning; thence East 120 feet to the point of beginning.

Tract 3: That portion of Lot 7, described as follows:

Beginning at the Northeast corner of said Lot 7, said point being 15 feet West of the North ¼ corner of Section 26, Township 35 North, Range 4 East, W.M.; thence West along the North line thereof a distance of 51 feet to the Southerly line of the Great Northern Railway right-of-way; thence Southwesterly along said right-of-way a distance of 340 feet; thence Southeasterly, at right angles to the Southerly right-of-way line of said railway; a distance of 20 feet, more or less, to the Southerly line of an existing private roadway; thence in a general Northerly and Easterly direction along the Southerly line of said road to its intersection with the Northwest corner of that certain tract conveyed to Everett Bust, et ux, by deed dated June 13, 1957, recorded June 19, 1957, in Volume 287 of Deeds, page 496, under Auditor's File No. 552717; thence East along the North line of said Bust tract 120 feet to the Northeast corner thereof; thence North 218.7 feet to the point of beginning.

Tract 4: That portion of Lot 7, described as follows:

Beginning at a point of 438.7 feet South and 15 feet West of the North ¼ corner of Section 26, Township 35 North, Range 4 East W.M.; thence North 78° West 95 feet to the Southwesterly corner of that certain tract conveyed to Howard White, et ux, by deed recorded June 11, 1956, under Auditor's File No. 537257 and the true point of beginning for this description; thence North 35° West 115 feet; thence North 21° 30' East 113 feet, more or less, to the Northwest corner of that certain tract conveyed to Everett Bust, et ux, by deed recorded June 19, 1957, under Auditor's File No. 552717; thence Westerly along the Southerly line of an existing private roadway 127.21 feet, more or less, to a point on a line drawn parallel with and 10 feet (measured at right angles) distance from the Southwesterly line of said White tract; thence South 35°

East along said line 232.5 feet, more or less, to a point North 78° from the true point of beginning; thence South 78° degrees East to the true point of beginning.

Tract 5: That portion of lot 7, described as follows:

Commencing at the Northeast corner of said Lot 7; thence West along the North line thereof a distance of 51 feet to the Southerly line of the Great Northern Railway right-of-way, thence Southwesterly along said right-of-way 340 feet; thence Southeasterly at right angles to the Southerly right-of-way line of said railway 20 feet to the true point of beginning of this description; thence South 81°30'57" East a distance of 226.21 feet to the Northwest corner of that certain tract conveyed to Everett Bust, et ux, by deed dated June 13, 1957, recorded June 19, 1957, in Volume 287 of Deed, page 496, under Auditor's File no. 552717; thence West along the North line of that certain tract conveyed to Everett Bust, et ux, by deed recorded September 9, 1968, under Auditor's File No. 717978, a distance of 124.4 feet to the Northwest corner thereof; thence South 48°39'37" West a distance of 58.38 feet; thence North 37°38'09" West a distance of 58.38 feet; thence North 37°38'09" West a distance of 90.84 feet to the true point of beginning.

EXHIBIT "B"

