

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



202002260158

02/28/2020 03:17 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2020104
FEB 26 2020

Amount Paid \$ *3170*
By *MH* Skagit Co. Treasurer Deputy



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): STEWART
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW 1/4 NW 1/4 SEC 27 TWN 36N RNG 4E
ASSESSOR'S PROPERTY TAX PARCEL: P50120, 360427-2-005-0004; P50140, 360427-2-011-0006

M10315

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DONALD P. STEWART AND NATALIE M. STEWART**, husband and wife, and **FAY E. STEWART**, an unmarried woman ("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 ATTACHED, "EXHIBIT A" ATTACHED HERETO AND INCORPORATED BY REFERENCE

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:

Overhead: (Parcel P50140) An Easement over a five (5) foot strip of the above described property being parallel with and abutting the Northeasterly line of Parson Creek road right of way, being one hundred and thirteen (113) feet in length, more or less. The Southeasterly boundary of said strip being the Easterly line of the West half of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 27, Township 36 North, Range 4 East, W.M.

Anchor 1: (Parcel P50140 & P50120) An Easement Area fifteen (15) feet in width being seven and one half (7.5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed lying within the above described commencing at the Northeasterly line of Parson Creek road right of way and extending Northeasterly of said right of way fifteen (15) feet.

Anchor 2: (Parcel 50120) An Easement Area ten (10) feet in width being five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed lying within the above described commencing at the Northerly line of Parson Creek road right of way and extending Northerly of said right of way ten (10) feet.

Anchor 3: (Parcel 50120) An Easement Area ten (10) feet in width being five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed lying within the above described commencing at the Northerly line of Parson Creek road right of way and extending Northerly of said right of way ten (10) feet.

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. 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 7TH day of FEBRUARY, 2020.

OWNER/S: **DONALD P. STEWART AND NATALIE M. STEWART**, husband and wife, and **FAY E. STEWART**, an unmarried woman

BY: *Donald P. Stewart*
Donald P. Stewart

BY: *Natalie M. Stewart*
Natalie M. Stewart

BY: *Fay E. Stewart*
Fay E. Stewart

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 7th day of FEBRUARY, 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DONALD P. STEWART AND NATALIE M. STEWART**, 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.



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

Daniel A. Kostomay
(Signature of Notary)

DANIEL A. KOSTOMAY
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at SAN MARIN WA 98024
My Appointment Expires: 9/09/22

STATE OF WASHINGTON)
) SS
 COUNTY OF SKAGIT)

On this 7TH day of FEBRUARY, 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **FAY E. STEWART**, an unmarried woman, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



Daniel A. Kostomay
 (Signature of Notary)

DANIEL A. KOSTOMAY
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
 Washington, residing at SHRIMPISH WA
 My Appointment Expires: 9/09/22

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

"Exhibit A"

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 36 North, Range 4 East, W.M., EXCEPT Parson Creek Road, AND EXCEPT that portion of said subdivision lying Southwesterly of Parson Creek Road, AND EXCEPT that portion conveyed to Skagit County for road by deed recorded July 29, 1963, under Auditor's File No. 638870, records of Skagit County, Washington.

ALSO, that portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, of said section 27, lying Northeasterly of Parson Creek Road.

ALSO, that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 27, described as follows:

Beginning at a point where the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ crosses the East line of the CCC Road;
thence East along the North line of said subdivision to the West bank of Parson Creek;
thence Southwesterly to a point on said CCC Road, 40 feet South of the point of beginning;
thence North along said CCC Road to the point of beginning.

Situate in the County of Skagit, State of Washington.