

RETURN ADDRESS:

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

**EASEMENT**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2020-1038

Mar 20 2020

Amount Paid \$50.65

Skagit County Treasurer
By Marissa Guerrero Deputy

GRANTOR (Owner): **Bruce C. Senff and Debra J. Senff**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN SW¼ NE¼ & NW¼ SE¼, SEC 15, T34N, R1E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **PTN 340115-1-008-0002 P19511 and 340115-0-019-0100 P104121**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **Bruce C. Senff and Debra J. Senff, 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 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:

That portion of the above described property being a strip of land ten (10) feet in width lying parallel with and coincident to the Westerly margin of Rosario Road except the Northerly 130 feet thereof.

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

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 12th day of February, 2020.

OWNER/S:

BY: Bruce C. Senff
Bruce C. Senff

BY: Debra J. Senff
Debra J. Senff

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 12th day of February 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Bruce C. Senff and Debra J. Senff**, 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 all notations must not be placed within 1" margins

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish, WA

My Appointment Expires: 10/9/23

EXHIBIT A**Legal Description:****P19511 and P104121**

That portion of the Southwest Quarter of the Northeast Quarter and that portion of the Northwest Quarter of the Southeast Quarter of Section 15, Township 34 North, Range 1 East, W.M., described as follows:

Commencing at the East Quarter corner of said Section 15, from which the Northeast corner of said Section bears North 3°05'43" West;

Thence North 89°07'04" West along the East/West center of said Section, a distance of 1,375.35 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter and the True Point of Beginning;

Thence South 0°26'55" East along the East line of the Northwest Quarter of the Southeast Quarter, to a point which is 55 feet South as measured at right angles of the North line of the before mentioned quarter Section, a distance of 55.02 feet;

Thence North 89°07'04" West parallel with said East/West center of said Section, a distance of 241.86 feet;

Thence North 1°28'51" West, a distance of 463.12 feet;

Thence South 89°07'04" East to an intersection with the West margin of county road described in deed under Auditor's File No. 746656, a distance of 220.45 feet;

Thence South 5°41'43" East along said right of way margin, a distance of 265.35 feet to Point of Curve;

Thence along said curve to the right, through a central angle of 0°15'17" an arc distance of 25.33 feet right having a radius of 5,699.58 feet to the intersection with the East line of the Southwest Quarter of the Northeast Quarter of said Section 15;

Thence South 1°59'50" East along said East line, a distance of 119.11 feet to the True Point of Beginning.

Situate in County of Skagit, State of Washington.