

POOR ORIGINAL

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 07/23/2020

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



EASEMENT

GNW M 10348

REFERENCE:
GRANTOR: EDWIN D. BAUMEIER AND MARY E. BAUMEIER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN SE ¼, NE ¼, SEC 09, T33N, R03E
ASSESSOR'S PROPERTY TAX PARCEL: P82409

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EDWIN D. BAUMEIER and MARY E. BAUMEIER, husband and wife ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("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 Grantee'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.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, towers 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

WO# 105095131/RW-117682 no monetary consideration

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor, provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 22 day of JULY, 2020

GRANTOR:

By: 
EDWIN D. BAUMEIER

By: 
MARY E. BAUMEIER

STATE OF WASHINGTON)
COUNTY OF Franklin) SS

On this 22 day of July, 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EDWIN D. BAUMEIER and MARY E. BAUMEIER, 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.



Becki Bell
(Signature of Notary)

Becki Bell
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 11600 1st Ave N
My Appointment Expires: 04/18/2023

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

LOT 1, "PLAT OF SUMMERS RIDGE", AS PER PLAT RECORDED IN VOLUME 13 OF PLATS AT PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1, AND THE SOUTH LINE OF THE OLD CHILBERG ROAD AS SHOWN ON SAID PLAT; THENCE NORTH 73 DEGREES 29' 06" EAST, ALONG THE SOUTH LINE OF THE OLD CHILBERG ROAD, A DISTANCE OF 83.74 FEET TO THE WEST LINE OF THE 10 FOOT PRIVATE UTILITY EASEMENT FOR LOT 4 AS SHOWN ON SAID PLAT; THENCE SOUTH 17 DEGREES 23' 19" EAST ALONG THE WEST LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 88.64 FEET; THENCE SOUTH 07 DEGREES 39' 09" EAST ALONG THE WEST LINE OF SAID UTILITY EASEMENT A DISTANCE OF 156.27 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 23' 02" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 129.90 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 36' 58" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 214.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH THOSE PORTIONS OF LOT 2 OF SAID "PLAT OF SUMMERS RIDGE", DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 1 OF SAID PLAT WITH THE EASTERLY LINE OF THE 10 FOOT PRIVATE UTILITY EASEMENT FOR LOT 4 AS SHOWN ON SAID PLAT, SAID POINT OF BEGINNING BEING ALSO ON THE NORTHERLY LINE OF THE EASTERLY PORTION OF LOT 2 OF SAID PLAT; THENCE NORTH 76 DEGREES 19' 43" EAST ALONG THE NORTHERLY LINE OF THE EASTERLY PORTION OF SAID LOT 2, A DISTANCE OF 842.53 FEET TO THE ANGLE POINT IN SAID NORTHERLY LINE AS SHOWN ON SAID PLAT; THENCE SOUTH 89 DEGREES 29' 42" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 169.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 23 DEGREES 08' 39" WEST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 28.10 FEET; THENCE SOUTH 80 DEGREES 57' 16" WEST A DISTANCE OF 792.14 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO TOGETHER WITH THAT PORTION OF THE PART OF LOT 2 LYING BETWEEN OLD CHILBERG ROAD AND SUMMERS DRIVE AS SHOWN ON SAID PLAT WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 WITH THE SOUTH LINE OF THE OLD CHILBERG ROAD AS SHOWN ON SAID PLAT; THENCE NORTH 73 DEGREES 29' 06" EAST ALONG THE SOUTH LINE OF THE OLD CHILBERG ROAD, A DISTANCE OF 83.74 FEET TO THE WEST LINE OF THE 10 FOOT PRIVATE UTILITY EASEMENT FOR LOT 4 AS SHOWN ON SAID PLAT; THENCE NORTH 17 DEGREES 23' 19" WEST A DISTANCE OF 33 FEET TO THE NORTHERLY LINE OF OLD CHILBERG ROAD AND THE INITIAL POINT OF THIS DESCRIPTION; THENCE NORTH 17 DEGREES 23' 19" WEST, A DISTANCE OF 22.27 FEET TO THE SOUTHERLY LINE OF SUMMERS DRIVE AND THE TERMINAL POINT OF THIS LINE DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.