

202009300171

09/30/2020 02:57 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



EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20200930
SEP 30 2020

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

REFERENCE #: N/A
GRANTOR: LUCAS FREEMAN and ALENA FREEMAN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW ¼, NW ¼, SEC 15, TWN 35 N, RNG 06 E
ASSESSOR'S PROPERTY TAX PARCEL: P41236

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LUCAS FREEMAN AND ALENA FREEMAN**, a married couple ("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 hereby incorporated by this reference.

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:

See Exhibit "B" and Exhibit "C" each respectively attached hereto and incorporated by this reference.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge the site for Grantee's utility systems for purposes of transmission, distribution and sale of electricity **AND** to construct, maintain, repair, replace, improve, remove, and upgrade the site for vehicular access and parking. Grantee's right to use the Easement area includes but is not limited to:

a. Vehicular access. Ingress, egress, temporary parking or stationing of Grantee's service vehicles, other equipment and/or materials necessary or convenient to access and operate Grantee's system(s).

b. 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

c. 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.

2. Easement Area Clearing and Maintenance. Grantee 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. Grantee 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. 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, except in the event of an emergency, 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. Grantor shall be entitled to compensation 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures 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. Termination. The rights herein granted shall continue until such time as Grantee terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Grantor. No termination shall be deemed to have occurred by Grantee's failure to utilize the Easement Area.

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 2nd day of September, 2020.

GRANTOR:



LUCAS FREEMAN



ALENA FREEMAN

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 2nd day of September, 20 20, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LUCAS FREEMAN and ALENA FREEMAN, 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.



Handwritten signature of Charles K. Coad in black ink.

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Mill Creek, WA
My Appointment Expires: 10/9/23

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

Exhibit "A"
(Real Property Legal Description)

Legal Description Source: Statutory Warranty Deed AFN 201707180095

The Northwest quarter of the Northwest quarter of Section 15, Township 35 North, Range 6 East of Willamette Meridian;

EXCEPT the following described parcels:

Except that portion thereof, if any, lying within the Great Northern Railroad right-of-way.

Except those portions thereof conveyed to Puget Sound and Baker River Railroad Corporation by deeds recorded February 19, 1907 under Auditor's File No. 60822 and 60884.

AND EXCEPT Lot A, Skagit County Short Plat No. 11-79, approved March 16, 1979 and recorded March 21, 1979 in Volume 3 of Short Plats, Page 87, under Auditor's File No. 7903210005, records of Skagit County, Washington; being a portion of the Northwest quarter of the Northwest quarter of Section 15, Township 35 North, Range 6 East of the Willamette Meridian.

And further excepting that portion of Lot B, Skagit County Short Plat No. 11-79, approved March 16, 1979, and recorded March 21, 1979, in Volume 3 of Short Plats, Page 87, under Auditor's File No. 7903210005, records of Skagit County, Washington in the Northwest quarter of the Northwest quarter of Section 15, Township 35 North, Range 6 East of the Willamette Meridian, lying Southwesterly of a line described as follows:

Beginning at the Northeast corner of Lot A in said Skagit County Short Plat No. 11-79; thence Southeasterly along the East boundary of said Lot A on a bearing of South 09°23'09" East and said East boundary projected to the South boundary of Lot B of said short plat and the terminus of said line;

Except that portion deeded to the State of Washington on May 21, 2010, under Auditor's File No. 201005210071.

(Also known as Lot B, Skagit County Short Plat No. 11-79, approved March 16, 1979 and recorded March 21, 1979 in Volume 3 of Short Plats, Page 87, under Auditor's File No. 7903210005, records of Skagit County, Washington, being a portion of the Northwest quarter of the Northwest quarter of Section 15, Township 35 North, Range 6 East of the Willamette Meridian.

Situated in Skagit County, Washington.

EXHIBIT B

Utility Easement Across a Portion of Skagit County Assessor's Parcel No. P-41236

An easement for utility purposes together with access to and the maintenance thereof, over, under and across a portion of the Northwest 1/4 of Section 15, Township 35 North, Range 6 East, W.M, said easement being of variable width (as shown on the attached Exhibit "B") and being more particularly described as follows:

Commencing at the Northwest corner of said Section 15, Township 35 North, Range 6 East, W.M.;

thence South 1°09'41" West, along the West line of said Northwest 1/4, for a distance of 805.57 feet;

thence South 88°50'19" East for a distance of 1,215.14 feet, more or less, to a point on a non-tangent curve on the Northerly right-of-way margin of the Lyman-Hamilton Hwy, being 25.0 feet Northerly of the as-built centerline, and also being the TRUE POINT OF BEGINNING;

thence on a radial bearing North 14°38'42" West for a distance of 10.00 feet to a point on a non-tangent curve;

thence along the arc of said curve to the right, concave to the Southeast, having an initial tangent bearing of North 75°21'18" East, a radius of 542.00 feet, through a central angle of 2°13'12" an arc distance of 21.00 feet;

thence North 2°39'58" West for a distance of 15.21 feet to a point on a non-tangent curve;

thence along the arc of said curve to the right, having an initial tangent bearing of North 77°50'25" East, a radius of 557.00 feet, through a central angle of 1°01'44", an arc distance of 10.00 feet;

thence South 2°39'58" East for a distance of 15.17 feet to a point on a non-tangent curve;

thence along the arc of said curve to the right, having an initial tangent bearing of North 78°37'59" East, a radius of 542.00 feet, through a central angle of 2°06'27", an arc distance of 19.94 feet;

thence on a radial bearing of South 9°15'34" East for a distance of 10.00 feet, more or less, to a point on a non-tangent curve on said Northerly right of way margin of the Lyman-Hamilton Hwy, being 25.00 feet Northerly of the as-built centerline.

thence along the arc of said curve to the left on said Northerly right of way margin of the Lyman Hamilton Hwy, having an initial tangent bearing of South 80°44'26" West, a radius of 532.00 feet, through a central angle of 5°23'08" an arc distance of 50.00 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT existing roads and rights-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 655 Sq Ft 0.015 Acres

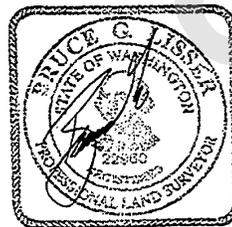
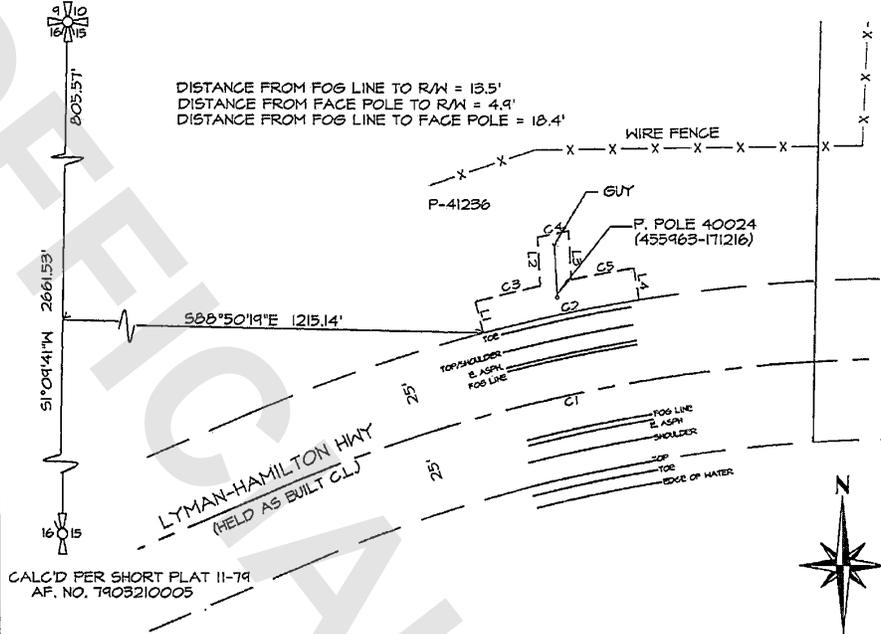


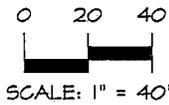
EXHIBIT C

MONT IN CASE
(AUG. 2020)



DISTANCE FROM FOG LINE TO R/W = 13.5'
 DISTANCE FROM FACE POLE TO R/W = 4.9'
 DISTANCE FROM FOG LINE TO FACE POLE = 18.4'

CALC'D PER SHORT PLAT II-79
 AF. NO. T903210005

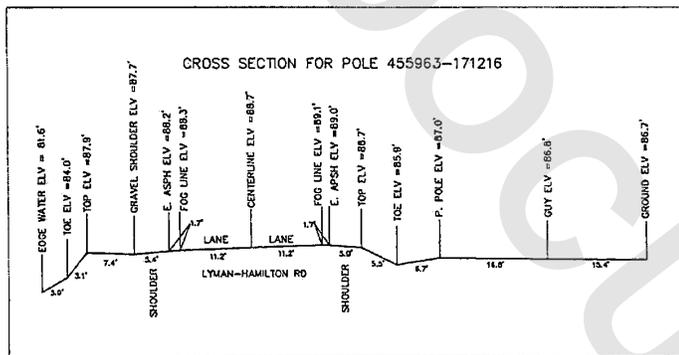


LINE TABLE

NUM	BEARING	DISTANCE
L1	N14°38'42\"W	10.00'
L2	N2°39'58\"W	5.21'
L3	S2°39'58\"E	15.17'
L4	N9°15'34\"W	10.00'

CURVE TABLE

NUM	DELTA	ARC	RADIUS
C1	37°52'26\"	335.14'	507.00'
C2	5°23'08\"	50.00'	532.00'
C3	2°13'12\"	21.00'	542.00'
C4	1°01'44\"	10.00'	557.00'
C5	2°06'21\"	19.94'	542.00'



VIEW LOOKING WEST SCALE: 1" = 20'

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8-25-20



LISSER & ASSOCIATES
 SURVEYING AND LAND CONSULTATION
 MOUNT VERNON, WA 98273
 360-419-7442

DWG No. 14-060 LH TOPO 8/25/20

EXHIBIT MAP FOR P-60
 IN A PORTION OF THE NW 1/4 OF
 SECTION 15, T. 35 N., R. 6 E., W.M.
 SKAGIT COUNTY, WASHINGTON

FOR: PUGET SOUND ENERGY