



202009300185

09/30/2020 03:12 PM Pages: 1 of 5 Fees: \$107.50
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

202009300185
SEP 30 2020

Amount Paid \$ 1390
By *MG* Skagit Co. Treasurer Deputy

EASEMENT

REFERENCE NO: N/A
GRANTOR: **RODNEY M. CANN & AMY J. CANN**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 1, S.P. NO. 39-79 (AF# 7908170007) PTN S/W 1/4, NW 1/4, SEC 15, TWN 35 N, RNG 5E**
ASSESSOR'S PROPERTY TAX PARCEL: **P39144 / 350515-2-010-0001**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RODNEY M. CANN and AMY J. CANN**, husband and wife ("Grantor" herein), hereby convey and warrant 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:

Lot 1 of Short Plat No. 39-79, approved August 15, 1979 and recorded August 17, 1979, under Auditor's File No. 7908170007 in Book 3 of Short Plats, Page 164, records of Skagit County, Washington, being a portion of the Southwest quarter of the Northwest quarter of Section 15, Township 35 North, Range 5 East, W.M.

Situate in Skagit County, Washington.

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 "A" and Exhibit "B" 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 rights 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 21ST day of JULY, 2020.

GRANTOR:



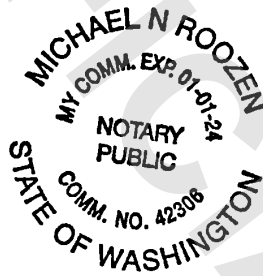
Rodney M. Cann
Rodney M. Cann

Amy J. Cann
Amy J. Cann

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 21ST day of JULY, 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RODNEY M. CANN** and **AMY J. CANN** 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.



Michael Roozen
(Signature of Notary)

MICHAEL N ROOZEN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON

My Appointment Expires: 1-1-24

Exhibit "A"
Easement within a Portion of
Skagit County Assessor's Parcel No. P-39144

A 10.0 foot wide easement for utility purposes and the maintenance thereof over, under and across a portion of Lot 1, Short Plat No. 39-79, approved August 15, 1979, recorded August 17, 1979 in Book 9 of Short Plats at page 164, under Skagit County Auditor's File No. 7908170007, being a portion of the Southwest 1/4 of the Northwest 1/4, Section 15, Township 35 North, Range 5 East, W.M. described as follows:

BEGINNING at the Northeast corner of said Lot 1, Short Plat No. 39-79; thence South 86°44'37" West along the North line of said Lot 1, also being the Southerly right-of-way margin of Minkler Road for a distance of 164.00 feet to the TRUE POINT OF BEGINNING; thence South 3°15'23" East for a distance of 10.00 feet; thence South 86°44'37" West, parallel with said North line of Lot 1, also being the Southerly right-of-way margin of Minkler Road for a distance of 50.00 feet; thence North 3°15'23" West for a distance of 10.00 feet, more or less, to said North line of Lot 1, also being the Southerly right-of-way margin of Minkler Road at a point bearing South 86°44'37" West from the TRUE POINT OF BEGINNING; thence North 86°44'37" East along said North line of Lot 1, also being the Southerly right-of-way margin of Minkler Road for a distance of 50.00 feet, more or less, to the TRUE POINT OF BEGINNING.

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.

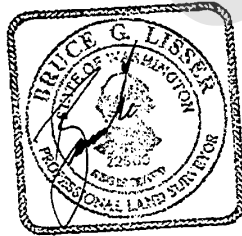
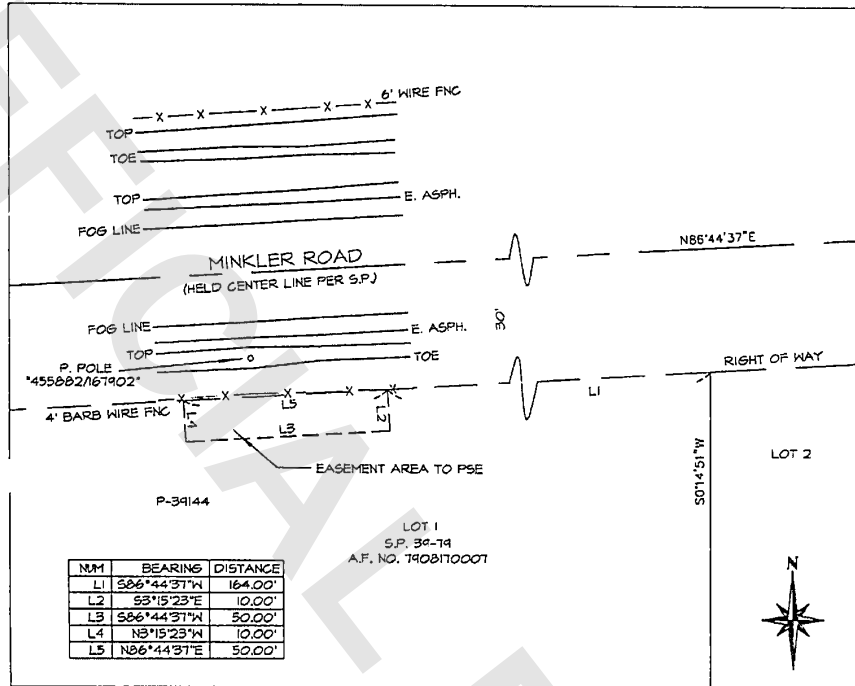
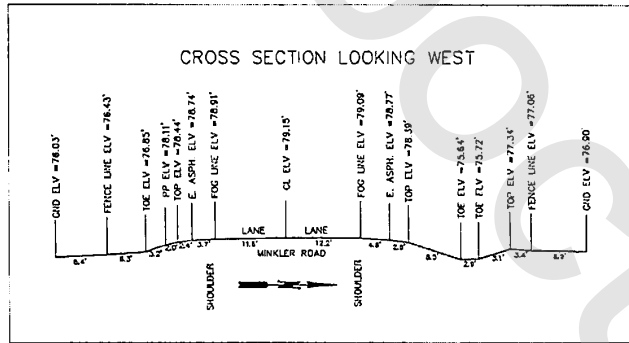


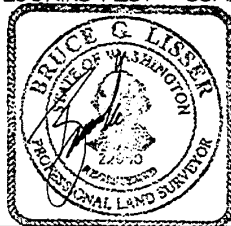
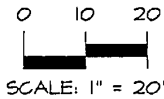
EXHIBIT "B"



SCALE: 1" = 30'



VIEW LOOKING WEST SCALE: 1" = 20'



6-25-20

DWS No. 14-060 LH TOPO 6/25/20

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

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EXHIBIT MAP FOR P-60
IN A PORTION OF THE NW 1/4 OF
SECTION 15, T. 35 N., R. 5 E., W.M.
SKAGIT COUNTY, WASHINGTON

FOR: PUGET SOUND ENERGY