

202010280240

10/28/2020 03:44 PM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734
Attn: Chloe Luce**



ORIGINAL

EASEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20204484
OCT 28 2020

Amount Paid \$ 108.50
Skagit Co. Treasurer
By *ML* Deputy

GRANTOR (Owner): **BRENNAN J. VAN LOO AND TARA K. VAN LOO**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NE ¼ NE ¼ S 24, T35N, R3E W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P34751**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **BRENNAN J. VAN LOO AND TARA K. VAN LOO**, 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:

That portion of the Northeast ¼ of the Northeast ¼ of Section 24, Township 35 North, Range 3 East, W.M., described as follows:

**Beginning at the Northeast corner of said Northeast ¼;
Thence South 02°22' East along the East line of said subdivision, 689 feet;
Thence South 89° 08' West 1,052 feet;
Thence North 02°22' West 689 feet to the North line of said subdivision;
Thence North 89°08' East along said North line 1,052 feet to the point of beginning;**

Except County road rights-of-way commonly known as Sam Bell Road and Pulver Road.

Situate in the County of Skagit, State of Washington.

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:

See Exhibit "A" attached hereto and made a part of by reference

A DIAGRAM IS ATTACHED HERETO AS A VISUAL AID ONLY.

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:

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 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.

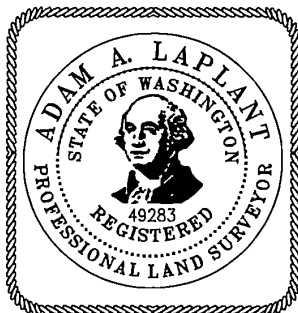
8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

EXHIBIT A
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P34751

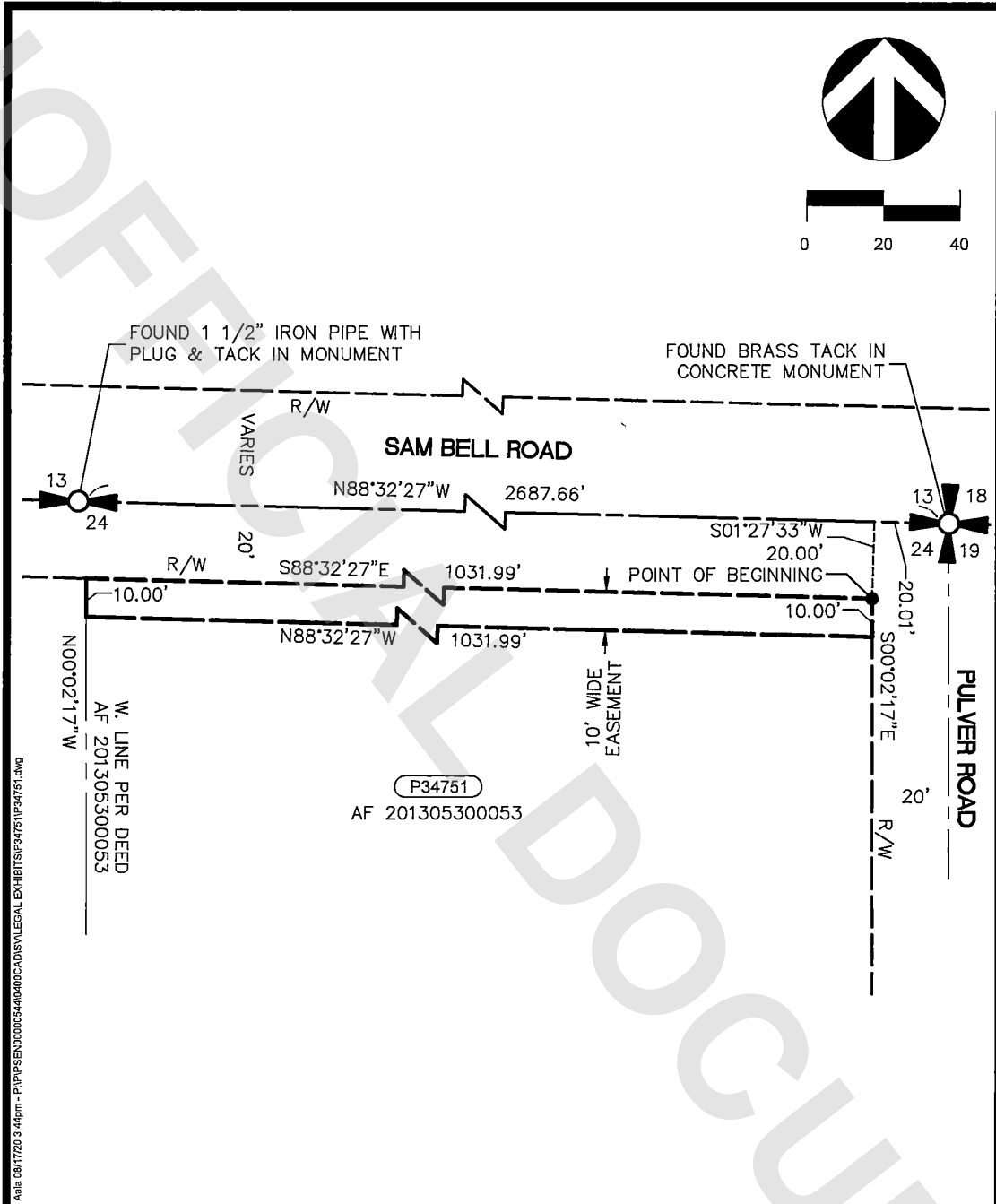
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A BRASS TACK IN CONCRETE MONUMENT, FOUND IN PLACE FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, A 1 1/2 INCH IRON PIPE WITH PLUG AND TACK IN MONUMENT, FOUND IN PLACE, BEARS NORTH 88°32'27" WEST A DISTANCE OF 2687.66 FEET;
THENCE NORTH 88°32'27" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 20.01 FEET;
THENCE SOUTH 01°27'33" WEST A DISTANCE OF 20.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY MARGIN OF SAM BELL ROAD WITH THE WEST RIGHT OF WAY MARGIN OF PULVER ROAD AND THE **POINT OF BEGINNING**;
THENCE SOUTH 00°02'17" EAST ALONG SAID WEST MARGIN A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°32'27" WEST ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH MARGIN A DISTANCE OF 1031.99 FEET TO THE WEST LINE OF A PARCEL, AS DESCRIBED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201305300053, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 00°02'17" WEST ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET TO SAID NORTH MARGIN OF SAM BELL ROAD;
THENCE SOUTH 88°32'27" EAST ALONG SAID NORTH MARGIN A DISTANCE OF 1031.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,320 SQUARE FEET, MORE OR LESS.



**DAVID EVANS
AND ASSOCIATES INC.**
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500



EASEMENT EXHIBIT - PARCEL P34751 SAM BELL ROAD UNDERGROUND CONVERSION	
TAX PAYER	BRENNAN J & TARA K VAN LOO
TAX PAYER ADDRESS	17858 SAM BELL ROAD BOW WA 98232
SITE ADDRESS	17858 SAM BELL ROAD BOW WA 98232
EASEMENT AREA	10,320 S.F.
SECTION	NE 1/4 NE 1/4, S24, T35N, R3E, W.M.



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