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03/08/2021 03:35 PM Pages: 1 of 3 Fees: \$105.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021-972
MAR 08 2021

Amount Paid \$1390
By Skagit Co. Treasurer Deputy

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/ Major Projects
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



ORIGINAL

EASEMENT

REFERENCE #: THOMAS
GRANTOR (OWNER): PUGET SOUND ENERGY, INC.
GRANTEE (PSE): PTN OF GOV LOT 4, SE 1/4 SW 1/4, S7-T36N-R5E, W.M.
SHORT LEGAL: P50899 / 360507-0-008-0206
ASSESSOR'S TAX #:

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LARRY W. THOMAS, JR. and SAMARA J. THOMAS**, 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 GOVERNMENT LOT 4 LYING EAST OF THE EAST RIGHT OF WAY LINE OF STATE ROAD AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING WESTERLY OF THE WESTERLY LINE OF THE BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; ALL IN SECTION 7, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND THE CENTERLINE OF MILL CREEK;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID CREEK TO THE EASTERLY LINE OF THE SAMISH RIVER;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIVER, A DISTANCE OF 200 FEET;

THENCE NORTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE STATE ROAD WHICH LIES 400 FEET SOUTHWESTERLY OF THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 7, WHEN MEASURED ALONG THE EASTERLY LINE OF SAID ROAD, SAID POINT BEING THE TERMINUS OF THIS LINE DESCRIPTION.

SITUATE IN SKAGIT COUNTY, 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 and as follows:

THAT PORTION OF THE HEREIN DESCRIBED PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY PROPERTY CORNER;

THENCE RUNNING 171 FEET NORTHEASTERLY ALONG THE NORTHWEST PROPERTY BOUNDARY TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING 15 FEET SOUTHEASTERLY PERPENDICULAR TO SAID NORTHWEST PROPERTY BOUNDARY;

THENCE RUNNING 10 FEET NORTHEASTERLY PARALLEL TO SAID NORTHWEST PROPERTY BOUNDARY;

THENCE RUNNING NORTHWESTERLY 15 FEET TO A POINT ON SAID NORTHWEST PROPERTY BOUNDARY;

THENCE RUNNING SOUTHWESTERLY ALONG SAID NORTHWEST PROPERTY BOUNDARY TO THE TRUE POINT OF BEGINNING;

(CONTAINING 150 SQUARE FEET, MORE OR LESS.)

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 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 22 day of Feb, 2021

OWNER:

Larry W. Thomas, Jr.
LARRY W. THOMAS, JR.

OWNER:

Samara J. Thomas
SAMARA J. THOMAS

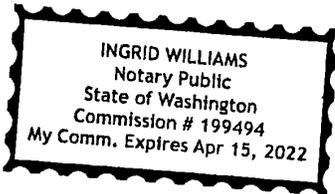
STATE OF Washington)
COUNTY OF Shagit) ss

On this 22nd day of February, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LARRY W. THOMAS, JR. and SAMARA J. THOMAS**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.

Ingrid Williams
(Signature of Notary)

Ingrid Williams
(Print or stamp name of Notary)



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

My Appointment Expires: 4/15/2022

My Appointment Expires: N/A