



Skagit County Auditor \$75.00  
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**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

2014848  
MAR 18 2014

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
P. O. Box 97034 – EST-06E  
Bellevue, WA 98009-9942

Amount Paid \$14.<sup>38</sup>  
Skagit Co. Treasurer  
By *man* Deputy



**EASEMENT**

**ORIGINAL**

REFERENCE #:  
GRANTOR: **Carlson / McAdow**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn of NW NE 25-33N-04E**  
ASSESSOR'S PROPERTY TAX PARCEL: **330425-0-067-0008 (P17305)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **ALFRED N. CARLSON Jr., as his separate estate And ROBERT DEWAYNE MCADOW AND KAY ANNE MCADOW, husband and wife, as their interests may appear of record** ("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:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

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:

**One (1)** easement area **10** feet in width with **5** feet of such width on each side of a centerline described as follows:

Beginning at the intersection of the **northerly** right of way boundary of SR 9 and the anchor guy wire(s) as constructed or to be constructed; Thence **northerly** and generally at right angles to the right of way boundary a distance of **10** feet to the terminus of this centerline description.

**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 gas and 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

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 30 day of January, 2014.

OWNER:

BY: Alfred N. Carlson  
ALFRED N. CARLSON

BY: Robert Dewayne McAdow  
ROBERT DEWAYNE MCADOW

BY: Kay Anne McAdow  
KAY ANNE MCADOW



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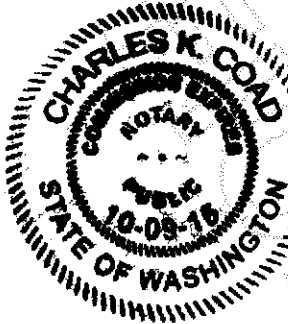
\$75.00

2:55PM

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 30th day of January, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **ALFRED N. CARLSON**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

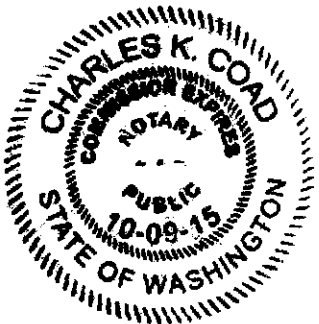
NOTARY PUBLIC in and for the State of Washington,  
residing at Snohomish, WA  
My Appointment Expires: 10/9/15

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 30th day of January, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, **ROBERT DEWAYNE MCADOW AND KAY ANNE MCADOW**, 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.



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Snohomish, WA  
My Appointment Expires: 10/9/15

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



Carlson / McAdow  
Easement

**EXHIBIT "A"**

**THE EAST 300 FEET OF THE SOUTH 450 FEET OF THE NORTHWEST QUARTER  
OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 4  
EAST, W.M.,  
EXCEPT THAT PORTION THEREOF LYING SOUTHERLY AND EASTERLY OF  
STATE ROUTE 9;  
AND EXCEPT COUNTY ROAD;  
AND ALSO EXCEPT ANY PORTION CONVEYED TO THE STATE OF WASHINGTON  
FOR HIGHWAY PURPOSES, BY DEED DATED SEPTEMBER 22, 1958, RECORDED  
NOVEMBER 5, 1958, UNDER AUDITOR'S FILE NUMBER 572529.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**



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