



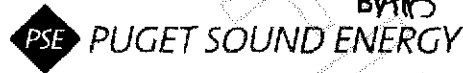
201404210148

Skagit County Auditor \$73.00
4/21/2014 Page 1 of 2 3:23PM

RETURN ADDRESS: SKAGIT COUNTY WASHINGTON
Puget Sound Energy, Inc. REAL ESTATE EXCISE TAX
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

APR 21 2014

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy



EASEMENT ACCOMMODATION RECORDING ONLY
GUARDIAN NORTHWEST TITLE CO.

179808

GRANTOR (Owner): PORTIS, MARVIN & JEANETTE *& HEWY*
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: SE 1/4 NE 1/4 18-34-2
ASSESSOR'S PROPERTY TAX PARCEL: P20486/340218-2-011-0002

** MARVIN PORTIS,*

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **MARVIN PORTIS and JEANETTE PORTIS, 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:

The Southeast Quarter of the Northeast Quarter of Section 18, Township 34 North, Range 2 E.W.M.; EXCEPT a portion of said Southeast Quarter of the Northeast Quarter described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence North 00°58'17" West along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 389.17 feet to the True Point of Beginning; thence continuing North 0°58'17" West, 208.5 feet; thence North 89°01'43" East, a distance of 104.00 feet; thence South 0°58'17" East, a distance of 208.00 feet; thence South 89°01'43" West, a distance of 104.00 feet to the True Point of Beginning.

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:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows - the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property - generally extending easterly from the westerly line of the above described Property at a point south of the above excepted parcel; thence easterly and northerly to a proposed cell site.

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:

No monetary consideration paid

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; 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. 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.

4. 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.

5. 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.

6. 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.

7. 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 14th day of April, 2014.

OWNER:

BY: Marvin Portis
MARVIN PORTIS

Kenny Portis
KENNY L. PORTIS

BY: Jeanette M. Portis
JEANETTE PORTIS

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 14th day of April, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARVIN PORTIS** and **JEANETTE PORTIS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as them 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.



Gerri A. Lane
(Signature of Notary)
Gerri A. Lane
(Print of stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at WASHINGTON
My Appointment Expires: 6-8-16

