



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Skagit County Auditor \$73.00
9/22/2014 Page 1 of 2 3:32PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

SEP 22 2014

Amount Paid \$
Skagit Co. Treasurer
By *HD* Deputy



PUGET SOUND ENERGY

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): SKAGIT COUNTY HISTORICAL SOCIETY
GRANTEE (PSE): PUGET SOUND ENERGY, INC. *M9832*
SHORT LEGAL: PTNS BLKS B AND K TOWN OF LACONNER IN SE SEC 36 TWP 34N RG 2E
ASSESSOR'S PROPERTY TAX PARCEL: P74003; P73943
41236110050006; 4123 0020130005

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **SKAGIT COUNTY HISTORICAL SOCIETY**, a non-profit Washington corporation ("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:

Vacated portions of streets adjacent to Block K and Block B, Town of LaConner, as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington, being portions of vacated South Fourth Street and vacated Anderson Street, which have reverted to said premises by operation of law. Situated in Skagit County, Washington.

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:

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.

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.

No monetary consideration paid

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101081648/ RW-086425
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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 8 day of 30, 2014.

OWNER:

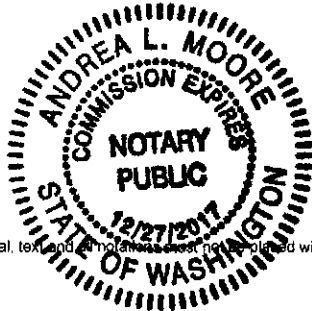
BY: 

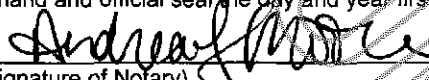
STATE OF WASHINGTON)

COUNTY OF) ss

On this 4th day of September, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Liker to me known to be the person who signed as Executive Director of SKAGIT COUNTY HISTORICAL SOCIETY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of SKAGIT COUNTY HISTORICAL SOCIETY for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said SKAGIT COUNTY HISTORICAL SOCIETY.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.




(Signature of Notary)
ANDREAL MOORE
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at La Conner WA
My Appointment Expires: 12-27-2017

Notary seal, text and signature must be placed within 1" margins

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