



201412110046

Skagit County Auditor \$74.00  
12/11/2014 Page 1 of 3 9:48AM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2014 4692  
DEC 11 2014

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

Amount Paid \$13.<sup>90</sup>  
Skagit Co. Treasurer  
By *Mdm* Deputy

**PSE PUGET SOUND ENERGY EASEMENT**

GRANTOR (Owner): ENCORE HOMES INC.  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. Lot 46 Blk G Cape Horn Div 2  
ASSESSOR'S PROPERTY TAX PARCEL: 3869-007-046-0005

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **ENCORE HOMES, INC., a 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:

**LOT 46, BLOCK G, CAPE HORN ON THE SKAGIT, DIVISION NO. 2 ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, RECORDS OF SKAGIT COUNTY, WASHINGTON**

**SITUATE IN SKAGIT COUNTY, 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:

**A parcel of land three (3) feet in width centered on PSE's facilities as now constructed or to be constructed (overhang) lying within the above described property, generally located at the southerly property line of the above property.** (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

**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
- b. Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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 14<sup>th</sup> day of November, 2014.

OWNER

ENCORE HOMES, INC., a  
Washington corporation

BY: *David J. Lusk*  
President

RW 087238/101085562  
NW07 T35N-R05E

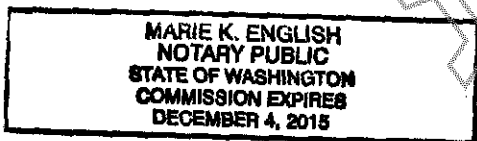


201412110046

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this 14<sup>th</sup> day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David B. Johnson, to me known to be the person(s) who signed as President, of Encore Homes Inc. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of Encore Homes Inc. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Encore Homes Inc. ✓

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Marie K English  
(Signature of Notary)

Marie K English  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington  
residing at Arlington  
My Appointment Expires: 12/4/2015

