

UNRECORDED



Skagit County Auditor  
4/27/2015 Page 1 of 3 \$74.00  
1:54PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
APR 27 2015

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

Amount Paid \$/  
Skagit Co. Treasurer  
By *mm* Deputy



**EASEMENT**

GRANTOR (Owner): COLLEEN M. GRANFORS  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTNS SE SEC 32 TWN 35N RGE 3E  
ASSESSOR'S PROPERTY TAX PARCEL: P35275; P112991

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY  
*m4865*

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, COLLEEN M. GRANFORS, an unmarried person ("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 incorporated by reference.

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 strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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 electricity. Such systems may include, but are not limited to:

**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. 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

UG Elec Easement 10/2013  
594098893/ RW-091749  
3503E128

*no monetary consideration paid*

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 17 day of April, 2015.

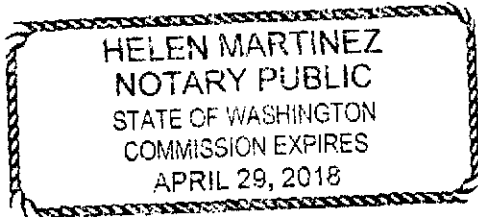
OWNER:

BY: Colleen Granfors

STATE OF WASHINGTON )  
COUNTY OF SKAGOT ) SS

On this 17<sup>th</sup> day of Apr. 1, 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **COLLEEN M. GRANFORS**, to me known to be the individuals 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.



Helen Martinez  
(Signature of Notary)

Helen Martinez  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at 1777 S. Burlington Blvd Burtroster WA  
My Appointment Expires: April 29, 2018

## EXHIBIT A

### Legal Description:

#### Parcel A

The South Half of the South Half of the East Half of the Northwest Quarter of the Southeast quarter of Section 32, Township 35 North, Range 3 East of the Willamette Meridian.

#### Parcel B

That portion of the the East Half of the Southwest Quarter of the Southeast quarter of Section 32, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the above described subdivision;  
thence North  $89^{\circ}02'39''$  East 508.70 feet along the North line of said subdivision to the Northwest corner of Lot A, Skagit County Short Plat No. 96-011, approved July 3, 1996 and recorded July 19, 1996 in Volume 12 of Short Plats, page 122, records of Skagit County, Washington;  
thence South  $0^{\circ}43'48''$  East 416.38 feet along the Westerly line of said Lot A;  
thence South  $89^{\circ}02'39''$  West 507.17 feet parallel with the North line of said subdivision to the West line of said East half of the Southwest quarter of the Southeast quarter;  
thence North  $0^{\circ}56'26''$  West 416.37 feet along said West line to the point of beginning.

#### Parcel C

An easement for ingress, egress and utilities over, under and across a portion of the East Half of the Southwest Quarter of the Southeast quarter of Section 32, Township 35 North, Range 3 East of the Willamette Meridian, being 10.00 feet on the left and right of the following described centerline:

Commencing at the Southwest Quarter of the Southeast quarter of Section 32 (South quarter corner);  
thence North  $88^{\circ}57'35''$  East 1128.13 feet along the South line of said Southeast quarter to the true point of beginning of said line description;  
thence North  $0^{\circ}32'38''$  West 293.84 feet;  
thence North  $06^{\circ}45'14''$  East 174.66 feet to a point of curvature;  
thence along the arc of said curve to the right having a radius of 100.00 feet through a central angle of  $38^{\circ}17'32''$ , an arc distance of 66.83 to a point of reverse curvature,  
thence along the arc of said curve to the left having a radius of 100.00 feet through a central angle of  $85^{\circ}27'31''$ , an arc distance of 149.15 feet to a point of reverse curvature;  
thence along the arc of said curve to the right having a radius of 100.00 feet through a central angle of  $39^{\circ}40'57''$ , an arc distance of 69.26 feet to a point of tangency;  
thence North  $0^{\circ}43'48''$  West 177.00 feet parallel with and 10.00 feet Westerly (as measured perpendicular) of the Westerly line of Lot A, Skagit County Short Plat No. 96-011, approved July 3, 1996 and recorded July 16, 1996 in Volume 12 of Short Plats, page 122, records of Skagit County, Washington, to the South line of the above described Boundary Line Adjustment Parcel and being the terminus of said centerline;

EXCEPT Road.

Situated in Skagit County, Washington.