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Skagit County Auditor \$75.00  
7/18/2016 Page 1 of 3 1:52PM

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233



### EASEMENT

REFERENCE #: **HOYER HOMES, LLC**  
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**  
GRANTEE (PSE): **LTS 19 & 20, VIEW CREST ADDN, TGW PTN VAC 17th**  
SHORT LEGAL: **P54714 (3765-000-031-0002)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P54714 (3765-000-031-0002)**

GUARDIAN NORTHWEST TITLE CO.

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HOYER HOMES, LLC**, a Washington limited liability company ("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:

*m 9944-2*

**LOTS 19 AND 20, VIEW CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**ACCOMMODATION RECORDING ONLY**

**TOGETHER WITH THAT PORTION OF VACATED 17<sup>TH</sup> STREET ABUTTING LOT 20, WHICH WOULD ATTACH BY OPERATION OF LAW, PURSUANT TO CITY OF MOUNT VERNON ORDINANCE NO. 2451 WHICH WAS RECORDED ON JULY 29, 1991 UNDER AUDITOR'S FILE NO. 9107290003, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN THE 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 RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

**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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**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.

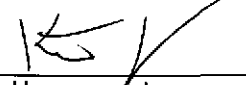
**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install 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 30<sup>th</sup> day of June, 2016

OWNER:

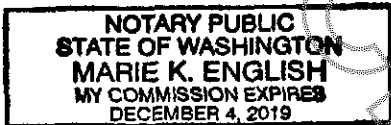
**HOYER HOMES, LLC**, a Washington limited liability

By:   
Keith Hoyer, member

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Snohomish )

On this 30<sup>th</sup> day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Keith Hoyer, to me known to be the person(s) who signed as member, of HOYER HOMES, LLC, the company 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 said HOYER HOMES, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said HOYER HOMES, LLC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year 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: 12/4/19

Notary seal, text and all notations must be inside 1" margins