



201610240137

Skagit County Auditor

\$77.00

10/24/2016 Page

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5 3:21PM

**RETURN ADDRESS:**

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

**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
OCT 24 2016

Amount Paid ☒  
Skagit Co. Treasurer  
By *mm* Deputy

**REFERENCE #:****GRANTOR (Owner):****HOLMES, DEREK D. and DANA L.****GRANTEE (PSE):****PUGET SOUND ENERGY, INC.****SHORT LEGAL:****PTN Section 33-35N-05E, W.M. (Tract 12 Steelhead Bend)****ASSESSOR'S PROPERTY TAX PARCEL: P433229 (350533-0-001-1400)****GUARDIAN NORTHWEST TITLE CO**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DEREK D. HOLMES and DANA L. HOLMES**, 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:

*m9969-2***SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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:

**ACCOMMODATION RECORDING ONLY**

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

***This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.***

**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.

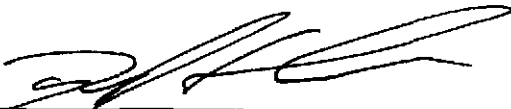
**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable 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 11<sup>th</sup> day of October, 2016.

OWNER:

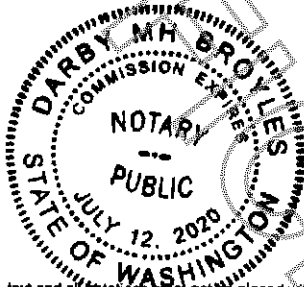
By:   
DEREK D. HOLMES

By:   
DANA L. HOLMES

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 11<sup>th</sup> day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DEREK D. HOLMES and DANA L. HOLMES to me known to be the individual(s) 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.



Darby M H Broyles  
(Signature of Notary)  
Darby M H Broyles  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes  
My Appointment Expires: 7.12.2020

Notary seal, text and all notations must not be placed within 1" margins

**EXHIBIT "A"**  
**(REAL PROPERTY DESCRIPTION)**

**PARCEL "A"**

**TRACT 12 OF UNRECORDED PLAT OF STEELHEAD BEND (PANORAMA PLATEAU), MORE FULLY DESCRIBED AS FOLLOWS.**

**THAT PORTION OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼;  
THENCE NORTH 00°47'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 910.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 00°47'30" WEST 220.00 FEET;  
THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET;  
THENCE SOUTH 00°47'30" EAST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 220.00 FEET;  
THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**PARCEL "B"**

**A NON-EXCLUSIVE EASEMENT 100 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE EAST ¼ CORNER OF SECTION 33;  
THENCE SOUTH 89°25'29" WEST, ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 1,000.00 FEET;  
THENCE SOUTH 03°00'16" WEST, 505 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE COUNTY ROAD KNOWN AS THE OLD DAY CREEK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED CENTERLINE;  
THENCE NORTH 03°00'16" EAST 505 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SAID SECTION 33;  
THENCE CONTINUING NORTH 03°00'16" EAST 250.43 FEET;  
THENCE SOUTH 89°25'29" WEST, PARALLEL TO THE EAST-WEST CENTERLINE OF SECTION 33, A DISTANCE OF 420.00 FEET;  
THENCE NORTH 00°33'37" EAST 410.00 FEET;  
THENCE SOUTH 89°25'29" WEST, PARALLEL TO SAID EAST-WEST CENTERLINE OF SECTION 33, A DISTANCE OF 2,850 FEET TO THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.**

**EXHIBIT "A" CONT'D  
(REAL PROPERTY DESCRIPTION)**

**ALSO, A NON-EXCLUSIVE EASEMENT FROM INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE SOUTH 60 FEET OF TRACT 22 OF UNRECORDED PLAT OF STEELHEAD BEND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33;  
THENCE NORTH 00°47'30" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 250 FEET;  
THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 990 FEET;  
THENCE NORTH 00°47'30" WEST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 469.88 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00°47'30" EAST A DISTANCE OF 60 FEET;  
THENCE NORTH 89°25'29" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ¼ A DISTANCE OF 390.30 FEET;  
THENCE NORTH 00°33'37" EAST TO A POINT WHICH IS NORTH 89°25'29" EAST FROM THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°25'29" WEST TO THE AFOREMENTIONED TRUE POINT OF BEGINNING. EXCEPTING FROM SAID SOUTH 60 FEET OF TRACT 22, ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED 100 FOOT STRIP OF LAND.**

**ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER, UNDER AND UPON A TRACT OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE WEST ¼ CORNER OF SAID SECTION 33;  
THENCE NORTH 89°55'08" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 33, A DISTANCE OF 990.00 FEET;  
THENCE NORTH 00°18'51" WEST PARALLEL WITH THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 660.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 00°18'51" WEST A DISTANCE OF 550.64 FEET;  
THENCE NORTH 53°25' WEST A DISTANCE OF 601.81 FEET TO THE TERMINUS OF SAID DESCRIBED LINE;  
EXCEPTING FROM SAID 60 FOOT STRIP THAT PORTION LYING WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED SOUTH 60 FEET OF TRACT 22 AND WITHIN THE BOUNDARIES OF SAID ABOVE DESCRIBED TRACTS 12, 13, AND 14 OF UNRECORDED PLAT OF STEELHEAD BEND.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**