



201610240138

Skagit County Auditor \$76.00  
10/24/2016 Page 1 of 4 3:21PM

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Abstract*  
OCT 24 2016



**EASEMENT**

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

GRANTOR (Owner): KENT R. FRYE and KIMBERLY K. FRYE; DONALD A. FRYE  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN: SE 1/4 S01 T-35N-R04E  
ASSESSOR'S PROPERTY TAX PARCEL: 350401-4-012-0500

GUARDIAN NORTHWEST TITLE CO

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **KENT R. FRYE and KIMBERLY K. FRYE, husband and wife, and DONALD A. FRYE, a single 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 by this reference made a part hereof. *119969-3*

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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.

UG Elec Easement  
RW/097513/105082026  
SE-S01-T35N-R04E

*No monetary consideration paid*

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 12 day of October, 2016.

OWNER/S:

BY: [Signature]  
KENT R. FRYE

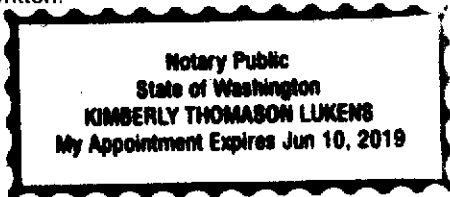
BY: [Signature]  
KIMBERLY K. FRYE

BY: [Signature]  
DONALD A. FRYE

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 12 day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KENT R. FRYE and KIMBERLY K. FRYE, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that ~~they~~ signed the same as ~~themselves~~ free and voluntary act and deed, for the uses and purposes therein mentioned he free and voluntary

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



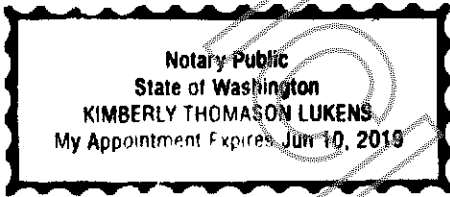
[Signature]  
(Signature of Notary)  
Kimberly Thomason Lukens  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Skagit  
My Appointment Expires: 06-10-2019

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

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skiagit )

On this 14 day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KIMBERLY K. FRYE, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned he free and voluntary

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

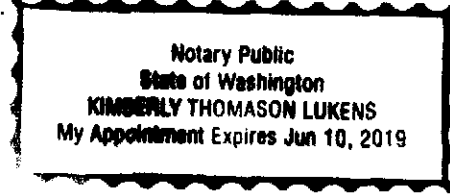


[Signature]  
(Signature of Notary)  
Kimberly Thomason Lukens  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Skiagit  
My Appointment Expires: 06-10-2019

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skiagit )

On this 19 day of October, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD A. FRYE to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned he free and voluntary

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



[Signature]  
(Signature of Notary)  
Kimberly Thomason Lukens  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Skiagit  
My Appointment Expires: 06-10-2019

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

**EXHIBIT "A"**

LOT 2 OF SHORT PLAT NO. 96-0013, APPROVED JUNE 4, 1997, RECORDED JUNE 6, 1997 UNDER AUDITOR'S FILE NO. 97060035, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. EXCEPT THAT PORTION LYING EAST OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH LIES SOUTH 89°16'13" WEST, A DISTANCE OF 449.62 FEET FROM THE NORTHEAST CORNER THEREOF;  
THENCE SOUTH 4°49'48" WEST A DISTANCE OF 317.38 FEET TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SHORT PLAT 96-0013, WHICH LINES 32.00 FEET FROM THE NORTHWEST CORNER OF LOT 1 AND THE TERMINAL POINT OF THIS LINE DESCRIPTION.

TOGETHER WITH THAT PORTION OF LOT 1 OF SHORT PLAT NO. 96-10013 RECORDED UNDER AUDITOR'S FILE NO. 9706060035, RECORDS OF SKAGIT COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE NORTH 88°56'01" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 371.69 FEET;  
THENCE SOUTH 64°50'07" WEST A DISTANCE OF 111.24 FEET;  
THENCE SOUTH 40°50'24" WEST A DISTANCE OF 42.82 FEET;  
THENCE SOUTH 29°23'02" WEST A DISTANCE OF 92.24 FEET;  
THENCE SOUTH 04°19'10" EAST A DISTANCE OF 63.19 FEET;  
THENCE SOUTH 32°48'04" EAST A DISTANCE OF 78.77 FEET;;  
THENCE SOUTH 62°42'18" EAST, A DISTANCE OF 122.85 FEET TO THE SOUTH LINE OF SAID LOT 1;  
THENCE SOUTH 88°56'01" WEST, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 383.56 FEET TO THE SOUTHWEST CORNER OF LOT 1;  
THENCE NORTH 04°49'36" EAST ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 347.08 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES OVER, UNDER AND ACROSS THAT CERTAIN EASEMENT SHOWN AS COSTALOT LANE ON THE FACE OF SAID SHORT PLAT NO. 96-0013.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.