



201711080083

Skagit County Auditor \$78.00
11/8/2017 Page 1 of 5 1:42PM

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
NOV 08 2017

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

CANADIAN NORTHWEST TITLE CO.

ASSOCIATION RECORDING DIV.

EASEMENT

M10078



REFERENCE:

GRANTOR: **Hoyer Homes, LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptn Block 141, Map of Fidalgo City (SE18-34N-02E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P126150 (4101-141-013-0000); P73179 (4101-141-005-0007); P73181 (4101-141-009-0003); P73182 (4101-141-011-0009); P73183 (4101-141-014-0006)**

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 ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee'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.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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.

NO COMPENSATION PAID

b. 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

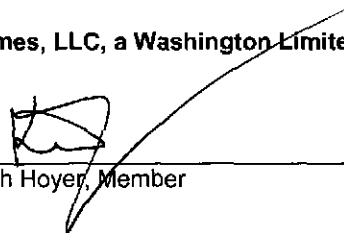
5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 13th day of October, 2017.

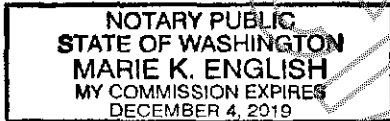
GRANTOR:
Hoyer Homes, LLC, a Washington Limited Liability Company

BY: 
Keith Hoyer, Member

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 18th day of October, 2017, 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 or proved by satisfactory evidence to be the person who signed as **member**, of **Hoyer Homes, LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said limited liability company.

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: 12/4/2019

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "1":

LOTS 3, 4 AND 5, BLOCK 141, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF THAT CORRECTION QUIT CLAIM DEED, FILED UNDER AUDITOR'S FILE NO. 9505020076, SAID PORTION BEING VACATED STREETS AND ALLEYS AS WOULD BE ATTACHED TO THE ABOVE DESCRIBED PARCEL BY OPERATION OF LAW.

TOGETHER WITH THE EAST ½ OF THE ALLEY ADJACENT TO AND ABUTTING UPON SAID LOT 5 AS PER THAT QUIT CLAIM DEED FILED UNDER AUDITOR'S FILE NO. 200703050188.

LESS THE NORTH 16.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

LOT 3 AS PER THE MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON, RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH A PORTION OF THAT CORRECTION QUIT CLAIM DEED FILED UNDER A.F. No. 9505020076, SAID PORTION BEING VACATED STREETS AND ALLEYS AS WOULD BE ATTACHED TO THE ABOVE DESCRIBED LOT 3 BY OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "2":

THE NORTH 25.00 FEET OF LOT 13 AND ALL OF LOT 14, INCLUSIVE, BLOCK 141 "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF THAT CORRECTION QUIT CLAIM DEED, FILED UNDER AUDITOR'S FILE NO. 9505020076, SAID PORTION BEING VACATED STREETS AND ALLEYS AS WOULD BE ATTACHED TO THE ABOVE DESCRIBED PARCEL AS OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "3":

THE NORTH 25.00 FEET OF LOT 11, ALL OF LOT 12 AND THE SOUTH 25.00 FEET OF LOT 13, BLOCK 141 "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF THAT CORRECTION QUIT CLAIM DEED, FILED UNDER AUDITOR'S FILE NO. 9505020076, SAID PORTION BEING VACATED STREETS AND ALLEYS AS WOULD BE ATTACHED TO THE ABOVE DESCRIBED PARCEL AS OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel "4":

The North 25.00 feet of Lot 9, all of Lot 10 and the South 25.00 feet of Lot 11, Block 141 "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE EAST ½ OF HOWARD AVENUE AND THE WEST ½ OF ALLEY ADJACENT TO AND ABUTTING UPON SAID LOTS 10 AND 11 AS PER THAT QUIT CLAIM DEED FILED UNDER AUDITOR'S FILE NO. 200703050189.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "5":

ALL OF LOT 8 AND THE SOUTH 25.00 FEET OF LOT 9, BLOCK 141 "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF THAT CORRECTION QUIT CLAIM DEED, FILED UNDER AUDITOR'S FILE No. 9505020076, SAID PORTION BEING VACATED STREETS AND ALLEYS AS WOULD BE ATTACHED TO THE ABOVE DESCRIBED PARCEL BY OPERATION OF LAW.

LESS THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF ABOVE THE DESCRIBED PARCEL, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF PARTIALLY VACATED 4TH STREET WITH THE CENTERLINE EXTENDED SOUTHERLY OF THE VACATED ALLEY; THENCE NORTH 00°23'46" EAST ALONG THE EAST LINE OF THE ABOVE DESCRIBED PARCEL, A DISTANCE OF 46.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 85°49'04" WEST A DISTANCE OF 10.61 FEET; THENCE NORTH 03°56'01" WEST A DISTANCE OF 46.58 FEET; THENCE NORTH 85°49'04" EAST A DISTANCE OF 14.13 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 00°23'46" WEST ALONG SAID EAST LINE A DISTANCE OF 46.73 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.