



201802050160
 Skagit County Auditor \$77.00
 2/5/2018 Page 1 of 4 1:47PM

SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

FEB 05 2018

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

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): JESSICA VAN DUSEN and AARON H. LOVEITT
 GRANTEE (PSE): PUGET SOUND ENERGY, INC.
 SHORT LEGAL: PTN: NW 1/4 NW 1/4 S22 T36N R03E
 ASSESSOR'S PROPERTY TAX PARCEL: P48050, 360322-2-006-0009

m10109

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JESSICA VAN DUSEN a single person, and AARON H. LOVEITT, 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.

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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

Electric
 NW NW S22 T36N R03E
 RW-102838/WO-105086438

No 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 25th day of January, 2018
2017

OWNER/S:

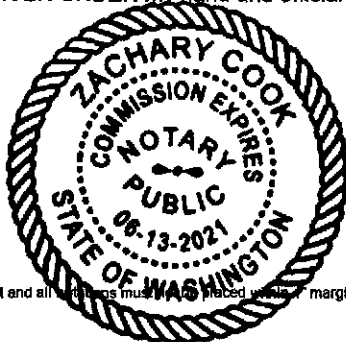
BY: Jessica Van Dusen
JESSICA VAN DUSEN

BY: Aaron H. Lovett JV
AARON H. LOVETT

STATE OF WASHINGTON)
COUNTY OF) SS

On this 25th day of January, 2018
2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JESSICA VAN DUSEN and AARON H. LOVETT, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as an 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.



Notary seal, text and all signatures must be placed within margins

Zachary Cook
(Signature of Notary)
Zachary Cook
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham, WASHINGTON
My Appointment Expires: 06-13-2021

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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 7th day of December, 2017.

OWNER/S:

BY: JESSICA VAN DUSEN

BY: AARON H. LOVEITT

STATE OF WASHINGTON)
COUNTY OF Whatcom) SS

On this 7th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JESSICA VAN DUSEN and AARON H. LOVEITT, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as 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.



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

(Signature of Notary) Kyle Mchargue

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 600 E. Holly St. Bellingham WA
My Appointment Expires: 1/18/24

EXHIBIT "A"

PARCEL A

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST., W.M. LYING NORTHEASTERLY OF THE COUNTY ROAD.

EXCEPT THE WEST 10 ACRES OF THE NORTHWEST ONE QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, LYING NORTH AND EASTERLY OF THE RIGHT OF WAY OF THE COUNTY ROAD, AS SAME AS WAS ESTABLISHED AND CONSTRUCTED ON JULY 14, 1938,

AND EXCEPT THAT PORTION CONVEYED TO LARRY G. HOWER, ET UX BY DEED RECORDED AUGUST 14, 1978, UNDER AUDITOR'S FILE NO. 885459,

EXCEPT THE WEST 151.63 FEET THEREOF AS CONVEYED BY BOUNDARY LINE ADJUSTMENT DEEDS RECORDED MAY 13, 2003 AND JULY 2, 2004, UNDER RESPECTIVE AUDITOR'S FILE NOS. 200305130103 AND 200407020076, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED COUNTY ROAD RIGHT OF WAY RUNNING THROUGH THE ABOVE DESCRIBED PROPERTY. SAID ROAD KNOWN AS WOOD ROAD #24400.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS SHOWN ON THE FACE OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED ON AUGUST 25, 2004, UNDER AUDITOR'S FILE NO. 20040825097, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.