

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Bryan Petri
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



201804020061

Skagit County Auditor
4/2/2018 Page

1 of

\$75.00
2 12:00PM

PSE PUGET SOUND ENERGY

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20181283
APR 02 2018

EASEMENT

Amount Paid \$ 98.34
Skagit Co. Treasurer
By *mm* Deputy

REFERENCE #:

GRANTOR (Owner):

SCHULTZ

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN OF THE NE 1/4 OF SEC 23, TWN 35N, R 3 E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 350323-0-006-0003

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **MARK T. SCHULTZ AND BRANDI LYNN S. SCHULTZ, a married couple** ("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:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON, SAID POINT LYING NORTH 87° 23' 36" WEST 846.65 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 2° 36' 24" WEST 20.00 FEET TO THE SOUTH MARGIN OF ALLEN WEST ROAD AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 2° 36' 24" WEST, 196.93 FEET; THENCE SOUTH 87° 23' 36" EAST 98.08 FEET; THENCE NORTH 2° 36' 24" EAST 196.03 FEET TO THE SOUTH MARGIN OF ALLEN WEST ROAD; THENCE NORTH 87° 23' 36" WEST ALONG SAID SOUTH MARGIN FOR A DISTANCE OF 98.08 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

AN EASEMENT FOR UNDERGROUND ELECTRICAL SYSTEMS AND ASSOCIATED APPURTENANCES, OVER, UNDER AND ACROSS A PORTION OF THE ABOVE DESCRIBED REAL PROPERTY, OWNED BY THE GRANTOR, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTHERLY 30 FEET OF THE REAL PROPERTY DESCRIBED HEREIN, AS MEASURED ADJACENT TO AND PARALLEL WITH THE SOUTHERLY BOUNDARY OF ALLEN WEST ROAD.

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:

a. Overhead facilities. Poles 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

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, 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

Allen West Phase 3

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. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 15th day of March, 2018.

OWNER:

BY: [Signature] 3/15/18
MARK T. SCHULTZ

BY: [Signature] 3/15/18
BRANDILYNN S. SCHULTZ

STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS

On this 15th day of MARCH, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARK T. SCHULTZ AND BRANDILYNN S. SCHULTZ, a married couple**, to me known to be the individuals 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.



[Signature]
Signature of Notary)
BARBARA F. ELI
Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing
at EDMONDS

My Appointment Expires: 11-19-18