

201810010147
10/01/2018 01:19 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

easement
OCT 01 2018

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

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



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

M10203

GRANTOR (Owner): JOHNSON, GARY AND KRISTINE
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: BLA LOT 54 AND LOT 55 AFN 201512040092 BNG PTN LAKEVIEW TRS BIG LAKE
LOC IN NW SEC 36 AND SW SEC 25 ALL IN TWP 34 N RGE 4E
ASSESSOR'S PROPERTY TAX PARCEL: P67125; P67126

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **GARY K. JOHNSON AND KRISTINE M. JOHNSON**, 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:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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

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3404E142; 099

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 19 day of September, 2018.

OWNERS:

BY: Gary Johnson

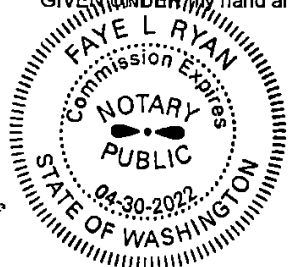
BY: Kristine M Johnson

STATE OF WASHINGTON

COUNTY OF Skasit) SS

On this 19th day of September, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY K. AND KRISTINE M. JOHNSON, 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.

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



Faye L. Ryan
(Signature of Notary)

Faye L. Ryan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Stanwood
My Appointment Expires: 4/30/2022

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

EXHIBIT A

Legal Description:

Parcel A

A portion of Lots 54 and 55 of that certain Boundary Line Adjustment approved April 3, 2013, recorded April 29, 2013, under Auditor's File No. 201304290223, records of Skagit County, Washington, being more fully described as follows:

That portion of Lots 53, 54, 55, and 63, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH." as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, said portion being described as follows:

Beginning at the Southwesterly corner of said Lot 63 (also the Northwesterly corner of Lot 56 as shown on that Boundary Line Adjustment Survey recorded under Auditor's File No. 200302130117, records of Skagit County, Washington), said point also being on the Easterly margin of West Big Lake Boulevard and being a point on a curve concave to the West;
thence Northerly along said margin and the arc of said curve to the left having an initial tangent bearing of North 01°32'45" East and a radius of 412.45 feet, through a central angle of 12°11'10", an arc length of 87.72 feet to a point of tangency;
thence North 10°38'25" West 62.74 feet along said margin and the Westerly line of said Lot 63;
thence North 77°11'52" East 204.04 feet;
thence South 12°48'08" East 43.46 feet to the true point of beginning;
thence continue South 12°48'08" East 93.78 feet;
thence South 12°23'45" West 71.94 feet;
thence South 18°14'55" East 152.82 feet;
thence North 57°13'22" East 137.66 feet;
thence North 00°29'30" West 273.10 feet to a point that is North 76°14'44" East from the true point of beginning;
thence South 76°14'44" West 171.50 feet to the true point of beginning.

Parcel B

A portion of Lots 54 and 55 of that certain Boundary Line Adjustment approved April 3, 2013, recorded April 29, 2013, under Auditor's File No. 201304290223, records of Skagit County, Washington, being more fully described as follows:

That portion of Lots 53, 54, 55, 56, 57 and 63, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH." as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, and vacated LAKEVIEW BOULEVARD adjoining said Lots 53 and 63, said portion being described as follows:

Beginning at the Southwesterly corner of said Lot 63 (also the Northwesterly corner of Lot 56 as shown on that Boundary Line Adjustment Survey recorded under Auditor's File No. 200302130117, records of Skagit County, Washington), said point also being on the Easterly margin of West Big Lake Boulevard and being a point on a curve concave to the West;
thence Northerly along said margin and the arc of said curve to the left having an initial tangent bearing of North 01°32'45" East and a radius of 412.45 feet, through a central angle of 12°11'10", an arc length of 87.72 feet to a point of tangency;
thence North 10°38'25" West 62.74 feet along said margin and the Easterly line of said Lot 63;
thence North 77°11'52" East 204.04 feet;

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3404E142; 099

thence South 12°48'08" East 137.24 feet;
thence South 12°23'45" West 71.94 feet;
thence South 18°14'55" East 152.82 feet;
thence North 57°13'22" East 137.66 feet;
thence North 62°39'25" East 81.80 feet;
thence North 34°49'00" East a distance of 139.82 feet to the centerline of said vacated Lakeview Boulevard as shown on Plat 1, "LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO. WASH.";
thence South 00°35'13" East 71.54 feet along said centerline to an angle point in said centerline;
thence South 87°13'49" East 25 feet, more or less, along said centerline to Big Lake;
thence Westerly and Southwesterly along the shoreline of said Big Lake to the South line of said Lot 57, as described in Quit Claim Deed to Matthew Mihelich and Tristine Mihelich and recorded under Auditor's File Nos. 9512190066 and 9601080086, records of Skagit County, Washington;
thence North 70°37'16" West 25 feet, more or less, to the Southeast corner of said Mihelich tract;
thence North 18°14'12" East 75.80 feet along said Mihelich tract;
thence North 52°12'00" East 104.26 feet to a point on the line between said Lots 55 and 56;
thence North 18°14'54" West 247.27 feet along said Lot 55 to a corner as shown on said Boundary line Adjustment;
thence North 87°38'30" West 114.82 feet along the North lines of said Lots 55 and 56 to the point of beginning.

All situate in the County of Skagit, State of Washington.