

201812030182

12/03/2018 01:38 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 03 2018

Amount Paid \$ 158.97
Skagit Co. Treasurer
Deputy

PSE PUGET SOUND ENERGY

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m10216

GRANTOR (Owner): INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOTS 1 THRU 20 BLK 33 KELLOGG & FORD'S ADD TOGW VAC ALLEY EXC ROAD
BNG PTN NW SEC 25 TWN 35N RGE 01E
ASSESSOR'S PROPERTY TAX PARCEL: P57825/ 3800-033-020-0003

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL**, a Nonprofit corporation ("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:

- Easement No. 1:** The Westerly five (5) feet of the herein described property adjacent to and abutting A Avenue.
- Easement No. 2:** The Northerly five (5) feet of the herein described property adjacent to and abutting 37th Street.
- Easement No. 3:** That portion of the property lying within the five (5) feet on the Southeasterly side of the centerline of PSE's facilities as now constructed or to be constructed and within that area Northwesterly of the centerline of PSE's facilities as now constructed or to be constructed up to the existing right of way line described in that Warrantee Deed to the City of Anacortes recorded under Auditor's File No. 8302240011.

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 gas and 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; conduits, 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.

UG Elec Easement 10/2013
153003308/ RW-109177
3501E098

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.

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 15 day of November, 2018.

OWNER/S: International Church of the Foursquare Gospel

By: [Signature]
Its: Tim J. Baskin, Asst. Secretary

By: [Signature]
Its: Ralph Devin, Controller

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

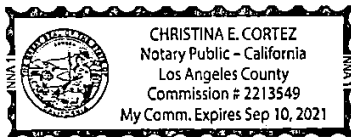
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On November 15, 2018 before me, Christina E. Cortez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Tim J. Baskin and Ralph Devin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Christina E. Cortez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement Document Date: 11-15-2018

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tim J. Baskin

Corporate Officer — Title(s): Asst Secretary

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

International Church of the Foursquare Gospel

Signer's Name: Ralph Devin

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: Controller

Signer Is Representing: _____

International Church of the Foursquare Gospel

EXHIBIT A

Legal Description:

Lots 1 through 20, inclusive, Block 33, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

EXCEPT that portion conveyed to the City of Anancortes by deed recorded February 24, 1983, under Auditor's File No. 8302240011, records of Skagit County, Washington;

TOGETHER WITH all that portion of the alley vacated under Ordinance No. 1900 that has reverted to said property by operation of law.

Situate in Skagit County, Washington.

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3501E098

CORPORATE RESOLUTION

RESOLVED: By the Board of Directors of International Church of the Foursquare Gospel, a religious corporation, the vote of the church council of the **ANACORTES, WASHINGTON #30048 Foursquare Church** having been received and the recommendation of the Northwest District Supervisor having been secured in accordance with corporation Bylaws, that approval be granted to execute to Puget Sound Energy, Inc., a Washington corporation, a nonexclusive, perpetual easement, over, under, along, across and through that certain real property in the County of Skagit, State of Washington, in order to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, described as follows:

Lots 1 through 20, inclusive, Block 33, **KELLOGG & FORD'S ADDITION TO ANACORTES**, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

EXCEPT that portion conveyed to the City of Anacortes by deed recorded February 24, 1983, under Auditor's File No. 8302240011, records of Skagit County, Washington;

TOGETHER WITH all that portion of the alley vacated under Ordinance No. 1900 that has reverted to said property by operation of law.

Situate in Skagit County, Washington.

The Easement areas on the property are:

Easement No. 1: The Westerly five (5) feet of the herein described property adjacent to and abutting A Avenue.

Easement No. 2: The Northerly five (5) feet of the herein described property adjacent to and abutting 37th Street.

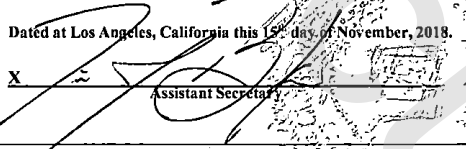
Easement No. 3: That portion of the property lying within the five (5) feet on the Southeasterly side of the centerline of PSE's facilities as now constructed or to be constructed and within that area Northwesterly of the centerline of PSE's facilities as now constructed or to be constructed up to the existing right of way line described in that Quit Claim Deed to the City of Anacortes recorded under Auditor's File No. 8302240011.

FURTHER RESOLVED: That any two of the following individuals acting together, are hereby authorized to sign on behalf of and in the name of aforesaid Corporation and under its corporate seal all instruments necessary to provide for purchase, sale, loan, easement, lease or other real property transactions: Ron Thigpenn, Lynda J. Gupton, Adam Davidson, Tim J. Baskin, Ralph Devin, Jonathan Phillips.

END OF RESOLUTION

I, Tim J. Baskin Assistant Secretary of **INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL**, a religious corporation of California, do certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of aforesaid corporation at a meeting held on the 15th day of November, 2018; that the resolution was unanimously adopted; that the resolution has not been rescinded, but is in full force and effect.

Dated at Los Angeles, California this 15th day of November, 2018.

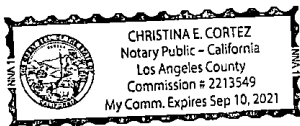
X 
Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On November 15, 2018, before me, Christina E. Cortez, Notary Public personally appeared

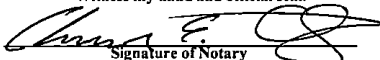
Tim J. Baskin
Name of Person signing



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


Signature of Notary