



**201812260030**

12/26/2018 10:19 AM Pages: 1 of 3 Fees: \$101.00  
Skagit County Auditor

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
PO Box 97034 / EST-06E  
Bellevue, WA 98009-9734  
Attn: Janice Warren



**EASEMENT**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20185576  
DEC 26 2018

REFERENCE #: Sedro-Bellingham #4 Phase C W/O #111024366  
GRANTOR (Owner): ALVARADO  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN SE ¼ OF SW ¼, 07-36-04E  
ASSESSOR'S PROPERTY TAX PARCEL: P49024 / 36040700180106

Amount Paid \$ 15.<sup>67</sup>  
Skagit Co. Treasurer  
By *WLM* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NEMY P. ALVARADO and ROSEMILDA L. ALVARADO, 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:

THAT PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF COLONY ROAD NO. 325, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED OCTOBER 7, 1964, UNDER AUDITOR'S FILE NO. 656837 AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT AN INTERSECTION OF THE SOUTH LINE OF THE OLD LAKE SAMISH ROAD NO. 277 (NOW VACATED) AND SOUTH OF THE NEW LAKE SAMISH ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO LOREN G. VAUGHN BY DEED RECORDED OCTOBER 24, 1980, UNDER AUDITOR'S FILE NO. 8010240044;

THENCE NORTH 88°17' WEST, ALONG THE SOUTH LINE OF SAID VAUGHN TRACT, TO AN ANGLE IN SAID ROAD RIGHT-OF-WAY AND SAID SOUTH LINE OF SAID VAUGHN TRACT, AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE CONTINUING NORTH 88°17' WEST TO AN INTERSECTION WITH THE SAID EASTERLY LINE OF COLONY ROAD, AND THE TERMINUS OF THIS LINE DESCRIPTION.

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 AREA TWENTY (20) FEET IN LENGTH AND TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto. 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. Owner shall be entitled to compensation for damage to the Property caused by the exercise of such right of access by PSE.

**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. 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**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.

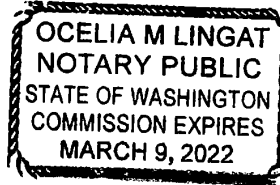
8. **Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 10 day of December, 2018.

OWNER:

By: [Signature]  
NEMY P. ALVARADO

By: [Signature]  
ROSEMILDA L. ALVARADO



STATE OF WASHINGTON )  
  ) SS  
COUNTY OF SKAGIT )  
  ) 5 Nov 2018

On this 10 day of DECEMBER, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **NEMY P. ALVARADO** and **ROSEMILDA L. ALVARADO**, 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)  
OCELIA M. LINGAT  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing  
at 13910 45TH AVE NE RM 821  
MARYSVILLE, WA 98271  
My Appointment Expires: MARCH 9, 2022

Notary seal, text and all notations must be inside 1" margins