



201601190157

Skagit County Auditor

\$125.00

1/19/2016 Page

1 of

3 3:20PM

Document Title:Reference Number:

EASEMENT

Grantor(s):☐ additional grantor names on page ____

1. MONTGOMERY, GEORGE

2.

Grantee(s):☐ additional grantee names on page ____

1. PUGET SOUND ENERGY, INC

2.

Abbreviated legal description:☐ full legal on page(s) ____

LOT 1 Sp 31-88 PTN SW 29-35-3

Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page ____

P34464

I, MARLA HICKOK, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$42.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

1-19-16

Dated

Marla Hickok

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Darby Broyles
1660 Park Lane
Burlington, WA 98233

2



PUGET SOUND ENERGY

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Amount
JAN 19 2016

GUARDIAN NORTHWEST TITLE CO.

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

EASEMENT

ACCOMMODATION RECORDING ONLY

M4414

REFERENCE #:

GRANTOR (Owner):

MONTGOMERY, GEORGE

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

LT 1, Skagit County SP No. 31-88, PTN SW29-35N-03E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P34969 (350329-3-008-0306)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GEORGE MONTGOMERY**, an unmarried man ("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:

LOT 1, SKAGIT COUNTY SHORT PLAT NO. 31-88, APPROVED AUGUST 24, 1988, AND RECORDED AUGUST 26, 1988, IN VOLUME 8 OF SHORT PLATS, PAGE 60, UNDER AUDITOR'S FILE NO. 8808260030, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

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:

ONE EASEMENT AREA, FIVE (5) FEET IN WIDTH WITH A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY BOUNDARY OF JOSH WILSON ROAD AND THE PUSH BRACE AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE NORTHERLY, TO SAID RIGHT OF WAY BOUNDARY, A DISTANCE OF FIFTEEN (15) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

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 support structures, braces, guys and anchors; together with any and all necessary or convenient appurtenances thereto. PSE shall have the right of **pedestrian access only** to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

NO COMPENSATION PAID

2. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right 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. **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, that Owner shall not construct or maintain any building on the Easement Area. *For purposes of this easement, Owner's existing fence and gate are considered compatible with PSE's use herein.*

4. **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.

5. **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.

DATED this 7 day of JAN, 2016

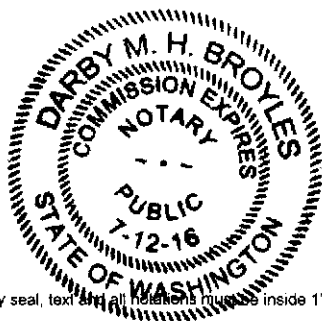
OWNER:

BY: George Montgomery
GEORGE MONTGOMERY

STATE OF WASHINGTON)
COUNTY OF SKagit) SS

On this 7th day of January, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GEORGE MONTGOMERY to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



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

Darby M. H. Broyles
(Signature of Notary)
Darby M. H. Broyles
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Skagit County
My Appointment Expires: 7.12.16