



201612010061

Skagit County Auditor \$75.00
12/1/2016 Page 1 of 3 3:36PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Christina Lovell
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



EASEMENT

ORIGINAL

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 5432
DEC 01 2016

REFERENCE #: LEY
GRANTOR (Owner): PUGET SOUND ENERGY, INC.
GRANTEE (PSE): Ptn E 1/2 of NE 1/4, 26-33-4E, W.M. (Aka Tr. 1, SP #50-78)
SHORT LEGAL: P17333; 330426-1-005-0000
ASSESSOR'S PROPERTY TAX PARCEL:

Amount Paid \$ 37.22
Skagit Co. Treasurer
By *mem* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, LAY LEY, 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:

Tract 1 of Skagit County Short Plat No. 50-78, approved July 28, 1978, and recorded August 2, 1978 in Volume 2 of Short Plats, Page 244, under Auditor's File No. 884705, being a portion of the East 1/2 of the Northeast 1/4 of Section 26, Township 33 North, Range 4 East, W.M.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon those portions of the Property (collectively, the "Easement Area" herein) described as follows:

See the Exhibit A attached hereto and incorporated herein by this reference.

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. **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 or other structure on the Easement Area.
3. **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.
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.

DATED this 3rd day of August, 2016.

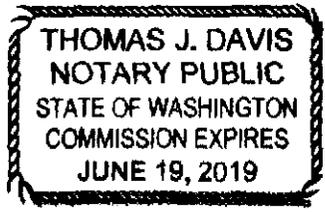
OWNER:

BY: [Signature]
LAY LEY

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 3rd day of August, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAY LEY, to me known to be the individual 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.



[Signature]
(Signature of Notary)

Thomas J. Davis
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

UNRECORDED DOCUMENT

EXHIBIT A
(Easement Area)

TWO (2) EASEMENT AREAS FIVE (5) FEET IN WIDTH WITH TWO AND ONE HALF (2 ½) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

EASEMENT AREA 1

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534 AND THE ANCHOR GUY WIRE AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF TEN (10) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

EASEMENT AREA 2

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 534 AND THE POLE AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE SOUTHERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF FIVE (5) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.