



201612010074

RETURN ADDRESS:

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

Skagit County Auditor

\$76.00

12/1/2016 Page

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4 3:49PM

**PUGET SOUND ENERGY**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 5430

DEC 01 2016

EASEMENT

Amount Paid \$ 41.56
Skagit Co. Treasurer
By *man* Deputy

ORIGINAL

REFERENCE #:

GRANTOR (Owner):

GARLINGHOUSE

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Ptn. Lot 3, SP 95-019, AF No. 9608220061, E 1/2 NE 1/4 Sec 26, T33N, R04E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P121162; 330426-1-001-0500

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CHRIS GARLINGHOUSE** ("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 herein by this 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:

The southerly 10 feet of the above-described Property.

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:

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.

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. 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. 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.

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 26 day of July, 2016

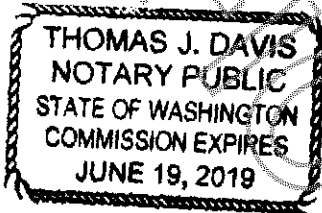
OWNER:

BY: Chris Garlinghouse
CHRIS GARLINGHOUSE

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 26th day of July, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CHRIS GARLINGHOUSE**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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 [Address]
My Appointment Expires: June 19, 2019

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

EXHIBIT A
(Legal Description)

THAT PORTION OF LOT 3, SHORT PLAT NO. 95-019, APPROVED AUGUST 2, 1996, RECORDED AUGUST 2, 1996, IN BOOK 12 OF SHORT PLATS, PAGES 134 AND 135, AS AUDITOR'S FILE NO. 9608220061, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26 AND OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 39'36" EAST, ALONG THE WEST LINE OF SAID LOT 3, TO AN INTERSECTION WITH AN EXISTING FENCE AS SHOWN ON THE FACE OF SAID SHORT PLAT AND THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID EXISTING FENCE, TO ITS INTERSECTION WITH THE WEST LINE OF LOT 4 OF SAID SHORT PLAT; THENCE SOUTH 01 DEGREES 14'02" EAST, ALONG THE WEST LINE OF SAID LOT 4, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 45'58" EAST, ALONG A SOUTH LINE OF SAID LOT 4, A DISTANCE OF 248.46 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 17 DEGREES 34'29" WEST, ALONG A WESTERLY LINE OF SAID LOT 4 AND THE SOUTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 496.25 FEET TO A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS NORTH 43 DEGREES 16'15" WEST A DISTANCE OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 115 DEGREES 41'46" AN ARC LENGTH OF 50.48 FEET TO THE NORTH MARGIN OF STATE HIGHWAY NO. 534; THENCE NORTHWESTERLY, ALONG SAID NORTH MARGIN, TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 39'36" WEST, ALONG THE WEST LINE OF SAID LOT 3, TO THE TRUE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE MOST NORTHERLY SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88 DEGREES 45'58" WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 197.10 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 17 DEGREES 34'29" WEST, ALONG AN EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 387.38 FEET TO A POINT HEREINAFTER CALLED "POINT A"; THENCE CONTINUING SOUTH 17 DEGREES 34'29" WEST TO THE NORTH MARGIN OF STATE HIGHWAY NO. 534, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 17-34-29 EAST TO THE AFOREDESCRIBED POINT A; THENCE SOUTHWESTERLY ON SAID LINE OF LOT 4, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 47 DEGREES 59'28" AN ARC DISTANCE OF 25.13 FEET; THENCE SOUTH 30 DEGREES 25'00" EAST, ALONG SAID LINE OF LOT 4, A DISTANCE OF 168.13 FEET; THENCE SOUTH 69 DEGREES 57'49" WEST, ALONG SAID LINE OF LOT 4, A DISTANCE OF 20.34 FEET TO THE INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS POINT OF SOUTH 59 DEGREES 35' WEST; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 62 DEGREES 54'24" AN ARC LENGTH OF 32.94 FEET; THENCE SOUTH 42 DEGREES 52'13" WEST A DISTANCE OF 10.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 24'02" AN ARC LENGTH OF 47.33 FEET TO THE NORTH MARGIN OF STATE HIGHWAY NO. 534; THENCE NORTH 46 DEGREES 43'45" WEST ALONG SAID NORTH MARGIN TO THE TRUE POINT OF BEGINNING.