



201612010077

Skagit County Auditor

\$78.00

12/1/2016 Page

1 of

6 3:53PM

RETURN ADDRESS:

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

PSE SKAGIT COUNTY WASHINGTON
PUGET SOUND ENERGY
REAL ESTATE EXCISE TAX
2016 5425
DEC 01 2016

EASEMENT

Amount Paid \$ 60.00
Skagit Co. Treasurer
By *man* Deputy



REFERENCE #:
GRANTOR (Owner): **DAVIS**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **S 1/2 SW 1/4 SE 1/4 Sec 23 T33N, R04E, W.M., Exc. State Hwy ROW and Ptn. NW 1/4 NE 1/4 Sec. 26, T33N, R04E, W.M., Nly Secondary State HWY1-H**
ASSESSOR'S PROPERTY TAX PARCEL: **P17174; 330423-4-004-0008 and P17331; 330426-1-002-0003**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **FRANCIS DAVIS and EDNA DAVIS**, 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:

The South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 33 North, Range 04 East, W.M., EXCEPT State Highway right of way; AND That portion of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 33 North, Range 4 East, W.M., lying Northerly of Secondary State Highway 1-H.

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:

That portion of the above-described Property as more particularly depicted on 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, 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 27th day of September, 2016

OWNER:

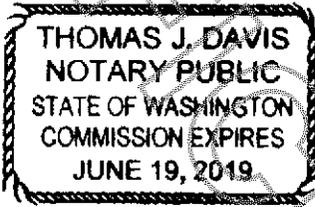
BY: Francis Davis
FRANCIS DAVIS

BY: Edna E. Davis
EDNA DAVIS

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 27th day of September, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **FRANCIS DAVIS**, 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.



[Handwritten Signature]

(Signature of Notary)

Thomas J. Davis

(Print or stamp name of Notary)

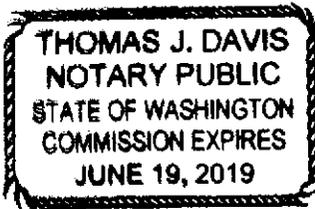
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Appointment Expires: June 19, 2019

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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 27th day of September, 2016 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **EDNA DAVIS**, 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.



[Handwritten 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

EXHIBIT "A"

A portion of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 33 North, Range 4 East, W.M. and in a portion of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 33 North, Range 4 East, W.M., said strip being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 (South 1/4 corner) of Section 23, Township 33 North, Range 4 East, W.M.;
thence North $1^{\circ}18'43''$ East along the West line of said Southwest 1/4 for a distance of 423.36 feet, more or less, to a point on a non-tangent curve on the Northerly right-of-way margin of State Route 534 and being the TRUE POINT OF BEGINNING;

thence along said northerly and northeasterly right-of-way margin and also along the arc of said curve to the right, concave to the Southwest, having an initial tangent bearing of South $66^{\circ}44'26''$, having a radius of 3,928.23 feet, through a central angle of $4^{\circ}23'12''$, an arc distance of 300.74 feet to a point of tangency;

thence South $62^{\circ}21'14''$ East for a distance of 34.30 feet to a point of curvature;

thence along the arc of said curve to the right, concave to the Southwest, having a radius of 840.89 feet, through a central angle of $18^{\circ}55'49''$, an arc distance of 277.83 feet to a point of tangency;

thence South $43^{\circ}25'25''$ East for a distance of 651.80 feet to a point of curvature;

thence along the arc of said curve to the left, concave to the northeast, having a radius of 5,900.56 feet, through a central angle of $3^{\circ}26'30''$, an arc distance of 354.44 feet to a point of tangency.

thence South $46^{\circ}51'55''$ East for a distance of 79.27 feet, more or less, to the East line of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 33 North, Range 4 East, W.M.;

thence leaving said right-of-way margin North $1^{\circ}12'14''$ East along said East line for a distance of 26.88 feet;

thence North $48^{\circ}58'57''$ West for a distance of 215.87 feet to a point on a non-tangent curve;

thence along the arc of said curve to the right, concave to the Northeast, having an initial tangent bearing of North $45^{\circ}21'47''$ West, having a radius of 5,890.56 feet, through a central angle of $1^{\circ}56'22''$, an arc distance of 199.40 feet to a point of tangency;

thence North $43^{\circ}25'25''$ West for a distance of 840.98 feet;

thence North $68^{\circ}26'19''$ West for a distance of 97.65 feet;

thence North $62^{\circ}21'14''$ West for a distance of 34.30 feet to a point of curvature;

thence along the arc of said curve to the left, concave to the Southwest, having a radius of 3,943.23 feet, though a central angle of $4^{\circ}28'28''$, an arc distance of 307.93 feet, more or less, to the West line of said Southwest 1/4 of the Southeast 1/4 of Section 23, Township 33 North, Range 4 East, W.M., at a point bearing North $1^{\circ}18'43''$ East from the TRUE POINT OF BEGINNING;

thence South $1^{\circ}18'43''$ West along said West line for a distance of 16.17 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record

Situate in the County of Skagit, State of Washington

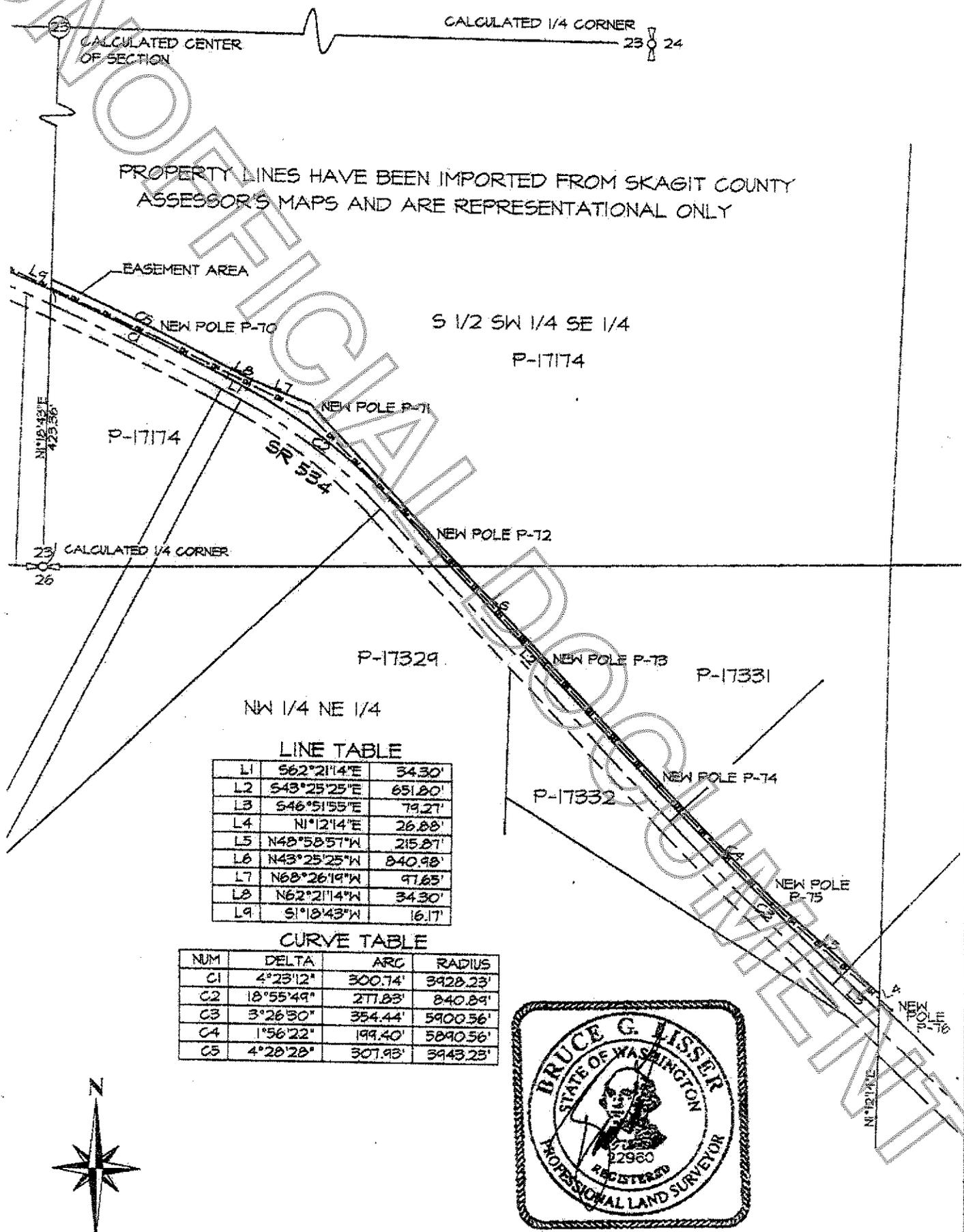
Containing 22,351 sq ft 0.51 acres

The north right-of-way margin for this portion of SR 534 is based upon the as-constructed road centerline as well as Washington State Department of Transportation right-of-way maps labeled SR 534 Conway to McMurray dated September 13, 1938 and Secondary State Highway No. 1-H Conway to McMurray dated October 1913.



7-29-16

SKAGIT COUNTY, WASHINGTON FOR: PUGET SOUND ENERGY



PROPERTY LINES HAVE BEEN IMPORTED FROM SKAGIT COUNTY
ASSESSOR'S MAPS AND ARE REPRESENTATIONAL ONLY

LINE TABLE

L1	S62°21'14"E	34.30'
L2	S43°25'25"E	651.80'
L3	S46°51'55"E	79.27'
L4	N1°12'14"E	26.88'
L5	N48°58'57"W	215.87'
L6	N43°25'25"W	840.98'
L7	N68°26'19"W	97.65'
L8	N62°21'14"W	34.30'
L9	S1°18'43"W	16.17'

CURVE TABLE

NUM	DELTA	ARC	RADIUS
C1	4°23'12"	300.74'	3928.23'
C2	18°55'49"	271.83'	840.89'
C3	3°26'30"	354.44'	5900.56'
C4	1°56'22"	199.40'	5890.56'
C5	4°28'28"	307.93'	3943.23'



G-39-16