



201901220124

01/22/2019 04:10 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

EASEMENT

M10234

REFERENCE:

GRANTOR: ISLE OF SKYE LIVING TRUST, UTD August 25, 1999
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN Government Lot 3, Section 36, Township 36, Range 02, Skagit County

ASSESSOR'S PROPERTY TAX PARCEL: P47443 (360236-0-006-0008)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MELINDA CUMMING**, Trustee Of The ISLE OF SKYE LIVING TRUST, UTD August 25, 1999 ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

BEGINNING AT THE SOUTHWEST PROPERTY CORNER, SAID CORNER ON THE NORTHWESTERLY MARGIN OF SCOTT ROAD;
THENCE NORTHERLY ALONG THE WEST PROPERTY LINE, A DISTANCE OF 32 FEET;
THENCE EASTERLY, A DISTANCE OF 36 FEET, MORE OR LESS, TO SAID NORTHWESTERLY MARGIN OF SCOTT ROAD;
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY ROAD MARGIN TO THE POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019222
JAN 22 2019

Amount Paid \$ 39.23
Skagit Co. Treasurer
By *mdm* Deputy

WO#101104145/RW-103142
3602E142

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 17th day of December, 2018

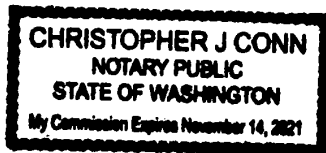
GRANTOR: Isle of Skye Living Trust, UTD August 25, 1999

BY: Melinda Cumming, as trustee of the Isle of Skye Living Trust,
Melinda Cumming, as trustee of the Isle of Skye Living Trust, UTD August 25, 1999 UTD August 25, 1999

STATE OF WASHINGTON)
COUNTY OF King) ss

On this 17th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Melinda Cumming, trustee of the Isle of Skye Living Trust, UTD August 25, 1999, to me known or proved by satisfactory evidence to be the person who signed as Trustee of the Isle of Skye Living Trust, UTD August 25, 1999 that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said Isle of Skye Living Trust, UTD August 25, 1999 for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said Isle of Skye Living Trust, UTD August 25, 1999.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



(Signature of Notary) [Signature]
(Print or stamp name of Notary) Christopher J Conn
NOTARY PUBLIC in and for the State of Washington,
residing at Renton
My Appointment Expires: 11/14/2021

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

That portion of Government Lot 3 in Section 36, Township 36 North, Range 2 East, W.M. described as follows:

Beginning at the Northeast corner of said Government Lot 3;

Thence South 1°35' 00" East along the East line of said Government Lot 3, a distance of 522.51 feet to a point on the North line of the County Road;

Thence South 45°35'00" West along the Northerly line of said County Road. A distance of 295.48 feet;

Thence along a 57°17'45" curve to the right, having a radius of 100.00 feet, a distance along the arc of 20.92 feet;

Thence North 1°35'00" East and parallel with the East line of Government Lot 3, a distance of 738.53 feet to a point on the North line of said Government Lot 3;

Thence North 89°03'30" East along the North line of said Government Lot 3, a distance of 233.43 feet to the Northeast corner of said Government Lot 3 and the point of beginning of this description.

Situate in the County of Skagit, State of Washington

