



201905060089

05/06/2019 01:45 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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20191674
MAY 06 2019

Amount Paid \$ 79.76
Skagit Co. Treasurer
By *man* Deputy



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

m 10257

REFERENCE NO.:

GRANTOR: PENELOPE JANE BARNES

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: PTN NE ¼, SEC 35, TWN 34 N, RNG 4 E

ASSESSOR'S PROPERTY TAX PARCEL: P29747 (340435-0-002-0003)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PENELOPE JANE BARNES**, who acquired title as Penny J. Barnes, an unmarried woman ("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 hereby incorporated by this reference.

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:

EASEMENT AREA NO. 1 (Frontage): THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE NORTHERLY MARGIN OF LITTLE MOUNTAIN ROAD.

EASEMENT AREA NO. 2 (Guy & Anchor): ONE (1) EASEMENT AREA TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B".

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 7th day of April, 2019.

GRANTOR:



PENELOPE JANE BARNES

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 7th day of April, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **PENELOPE JANE BARNES** 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.

Lynn K Willis
(Signature of Notary)

Lynn Willis
(Print or stamp name of Notary)

Notary Public in and for the State of Washington,
residing at Everett WA

My Appointment Expires: 12/18/2019

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

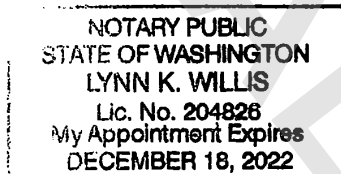


EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

Parcel A:

The South 240 feet of the East 250 feet of the Southeast quarter of the Northeast quarter of Section 35, Township 34 North, Range 4 East, W.M., except the South 15 feet thereof.

Situate in Skagit County, Washington.

Parcel B:

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of said subdivision which is the Southeast corner of Lot A of Revised Short Plat No. 73-77, approved January 26, 1979, recorded January 26, 1979, as Auditor's File No. 895547 in Book 3 of Short Plats, Page 66; thence North $01^{\circ}47'30''$ East to a point 15 feet North of the Southeast corner of said Lot A; thence North $88^{\circ}37'59''$ West to a point which bears North $01^{\circ}47'30''$ East from the Northeast corner of Lot 6 of Lake Terrace, as per plat recorded in Volume 12 of Plats, Page 70; thence South $01^{\circ}47'30''$ West to said Northeast corner of Lot 6; thence South $88^{\circ}37'59''$ East to the point of beginning.

Situate in Skagit County, Washington.

EXHIBIT "B"
(EASEMENT AREA)

