

RETURN ADDRESS:

Puget Sound Energy, Inc. Attn:
Real Estate/Major Projects P.O.
Box 97034 EST-06E Bellevue,
WA 98009-9734

**EASEMENT**

REFERENCE #:
GRANTOR (Owner): **CONNIE GLASS**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN LOT 1, S26-T35N-R9E, W.M.**
ASSESSOR'S TAX #: **350926-0-015-0003 / P44707**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2021-4667
Oct 12 2021
Amount Paid \$63.40
Skagit County Treasurer
By Lena Thompson Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CONNIE GLASS**, a married man as his separate property, ("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:

THAT PORTION OF LOT 1, SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF THE STATE HIGHWAY WHICH IS SOUTH 58° WEST 795 FEET FROM POINT OF INTERSECTION OF THE SECTION LINE BETWEEN SECTION 25 AND 26, SAID TOWNSHIP AND RANGE AND THE NORTH LINE OF THE STATE HIGHWAY;
THENCE NORTH 32° WEST 120 FEET;
THENCE SOUTH 58° WEST 120 FEET;
THENCE SOUTH 32° EAST 120 FEET;
THENCE NORTH 58° EAST ALONG THE NORTH LINE OF THE STATE HIGHWAY 120 FEET TO THE POINT OF BEGINNING.**

EXCEPT THAT PORTION OF GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A ½" REBAR WITH A CAP STAMPED "ZITKOVICH 46904" SAID REBAR BEING SET AT THE SOUTHEAST CORNER OF SKAGIT COUNTY PARCEL P44707 AND RECORDED BY A SURVEY FILED UNDER AUDITOR'S FILE NO. 201809060132;
THENCE NORTH 32° WEST PER SAID SURVEY A DISTANCE OF 71.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS PARCEL;
THENCE CONTINUE NORTH 32° WEST 48.84 FEET;
THENCE SOUTH 58° WEST 99.62 FEET;
THENCE NORTH 84° 06'57" EAST 110.95 FEET TO THE TRUE POINT OF BEGINNING.**

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.

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:

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

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:

- a. **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; 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, 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 5 day of Oct 2021, 2021.

OWNER:

Connie Glass
CONNIE GLASS

STATE OF Washington)

COUNTY OF Skiagit) ss

On this 5th day of October, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CONNIE GLASS**, 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.

Ingrid W. Williams
(Signature of Notary)

Ingrid Williams
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing

at Mount Vernon, WA

My Appointment Expires: 4/15/2022

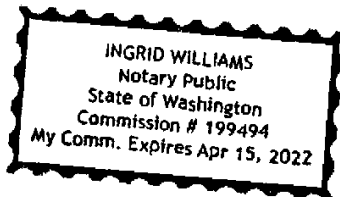
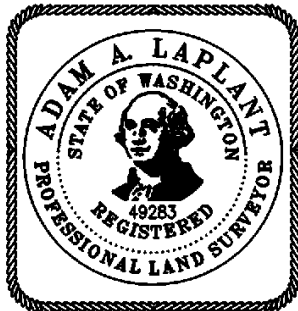


EXHIBIT A
EASEMENT DESCRIPTION
SKAGIT COUNTY PARCEL P44707

A PORTION OF LOT 1 SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS THE GLASS PARCEL IN QUIT CLAIM DEED FOR BOUNDARY LINE ADJUSTMENT AS FILED UNDER RECORDING NO. 201907100118 AND AS SHOWN ON RECORD OF SURVEY AS FILED UNDER RECORDING NO. 201809060132, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID GLASS PARCEL;
THENCE NORTH 29°36'14" WEST ALONG THE SOUTHWESTERLY LINE OF SAID
GLASS PARCEL A DISTANCE OF 57.47 FEET;
THENCE NORTH 26°03'27" WEST A DISTANCE OF 36.04 FEET;
THENCE NORTH 63°56'33" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 26°03'27" EAST A DISTANCE OF 93.01 FEET TO THE
SOUTHEASTERLY LINE OF SAID GLASS PARCEL;
THENCE SOUTH 60°23'46" WEST ALONG SAID SOUTHEASTERLY LINE A
DISTANCE OF 6.46 FEET TO THE POINT OF BEGINNING.**

CONTAINING 831 SQUARE FEET, MORE OR LESS.



DE
DAVID EVANS
AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500

