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Skagit County Auditor

\$76.00

2/5/2016 Page

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4 1:41PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate (D. Broyles)  
1660 Park Lane  
Burlington, WA 98233

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M4416

**REFERENCE:****GRANTOR: JAMES SYKES****GRANTEE: PUGET SOUND ENERGY, INC.****SHORT LEGAL: PTN GOVERNMENT LOT 5, 05-34-02****ASSESSOR'S PROPERTY TAX PARCEL: P19953 (340205-0-018-0102)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES SYKES**, an unmarried man ("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: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET 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.**

**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

Electric Easement  
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**NO COMPENSATION PAID**

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 25 day of JANUARY, 2016.

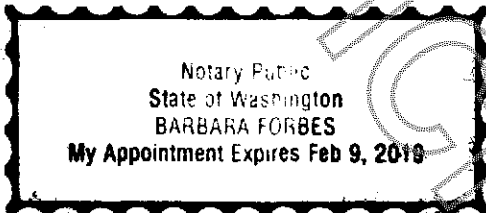
GRANTOR: JAMES SYKES

BY: J. Sykes  
JAMES SYKES

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this 25 day of JANUARY, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES SYKES, to me known to be the individual(s) 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.



Barbara Forbes  
(Signature of Notary)

BARBARA FORBES  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at ISLAND COUNTY  
My Appointment Expires: 2-9-19

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

**EXHIBIT "A"**

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 132.5 FEET OF THE SOUTH 200 FEET OF THE WEST 250 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE WESTERLY LINE OF STATE HIGHWAY No. 536, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED AUGUST 23, 1956, UNDER AUDITOR'S FILE No. 542252, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHERE IT INTERSECTS A LINE DRAWN PARALLEL WITH AND 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID STATE HIGHWAY TO A POINT ON SAID WESTERLY LINE WHICH IS 1,442.3 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5;  
THENCE WEST PARALLEL WITH SAID NORTH LINE 800 FEET, MORE OR LESS, TO A POINT WHICH IS 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5;  
THENCE EAST TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY DEED TO WAYNE L. ABBOTT AND HOPE E. ABBOTT, HUSBAND AND WIFE, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 9108150114;

THENCE NORTH  $88^{\circ}03'11''$  WEST ALONG THE NORTH LINE OF SAID ABBOTT PARCEL, 61.20 FEET;  
THENCE SOUTH  $66^{\circ}44'07''$  EAST, 66.01 FEET, MORE OR LESS, TO THE EAST LINE OF SAID ABBOTT PARCEL AT A POINT BEARING SOUTH  $1^{\circ}14'47''$  WEST FROM THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY WARRANTY DEED TO RAY L. SIZEMORE, A SINGLE MAN, AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 9003150086;  
THENCE NORTH  $88^{\circ}03'11''$  WEST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 61.20 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH  $66^{\circ}44'07''$  WEST, 0.90 FEET;  
THENCE NORTH  $70^{\circ}41'40''$  WEST, 121.21 FEET;  
THENCE SOUTH  $77^{\circ}10'32''$  WEST, 70.39 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SIZEMORE PARCEL AT A POINT BEARING NORTH  $88^{\circ}03'11''$  WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE SOUTH  $88^{\circ}03'11''$  EAST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 188.82 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.