



201605050077

Skagit County Auditor \$76.00
5/5/2016 Page 1 of 4 1:47PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
MAY 05 2016



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

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT

m4431

REFERENCE:

GRANTOR (Owner): **JAMES R. YANDLE**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **SIMILK BEACH LTS 1 & 2 BLK 5, & PTN OF SE 1/4 SEC 08 TWN 34 N RNG 2E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **(P69249) 4001-005-002-0008, (P69248) 4001-005-001-0009
(P123431) 340208-4-002-0300**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JAMES R. YANDLE**, an individual ("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:

SEE EXHIBIT "A" ATTACHED HEREIN AND MADE A PART OF HEREIN.

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: 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. 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.

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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

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 28 day of April, 2016.

OWNER:

By: 

James R. Yandle

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 28th day of April, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES R. YANDLE** 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.

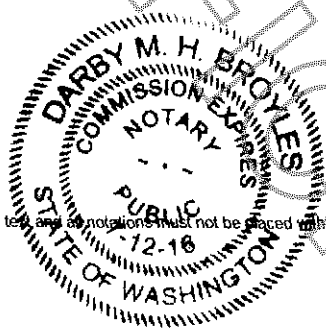
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Darby M. H. Broyles
(Signature of Notary)

Darby Broyles
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit County

My Appointment Expires: 7.12.16



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

UNOFFICIAL DOCUMENT

EXHIBIT A

LOT 2, BLOCK 5, SIMILK BEACH, SKAGIT CO., WASH., AS PER PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE 10 FOOT WIDE ALLEY ABUTTING THE EAST LINE OF SAID LOT 2, SAID PORTION LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2;

AND ALSO TOGETHER WITH TRACT "E" OF THE "RE-SURVEY OF TRACTS A, B, C, D AND E F BOUNDARY LINE ADJUSTMENT, AUDITOR'S FILE NO. 200505110080", AS RECORDED MAY 30, 2007 IN SKAGIT COUNTY, WASHINGTON AS AUDITOR'S FILE NO. 200705300077, IN A PORTION OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON

AND ALSO TOGETHER WITH THAT PORTION OF THE 10 FOOT WIDE ALLEY ABUTTING THE NORTH LINE OF LOT 1, BLOCK 5, SIMILK BEACH, SKAGIT CO., WASH., AS PER PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, LOT 1 BEING A PORTION OF SAID TRACT "E", SAID PORTION LYING BETWEEN THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK 5, SIMILK BEACH, SKAGIT CO., WASH., AND THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1; AND BETWEEN THE EAST MARGIN OF S. GREEN STREET, AND THE WEST LINE OF SAID TRACT "E";

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON