



201703170115

Skagit County Auditor \$76.00  
3/17/2017 Page 1 of 4 3:36PM

**RETURN ADDRESS:**

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



GUARDIAN NORTHWEST TITLE CO.

**EASEMENT ACCOMMODATION RECORDING ONLY**

*M9488*

**REFERENCE:**

GRANTOR (Owner): **SNYDER, JOHN P. and LAURENE M.**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **LT 2 SP NO. 24-89 (W 1/2, NW25-34N-04E)**  
ASSESSOR'S PROPERTY TAX PARCEL: **P27789 (340/25-0-006-0019)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN P. SNYDER and LAURENE M. SNYDER**, husband and wife ("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:

**LOT 2 OF SHORT PLAT No. 24-89, APPROVED JUNE 16, 1989 AND RECORDED JUNE 28, 1989 UNDER AUDITOR'S FILE No. 8906280013, IN VOLUME 8 OF SHORT PLATS, PAGES 137 AND 138, RECORDS OF SKAGIT COUNTY, WASHINGTON. (BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25 AND THE EAST OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.).**

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 TWENTY (20) FEET IN WIDTH WITH TEN (10) 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, GENERALLY LOCATED PARALLEL TO THE WESTERLY MARGIN OF STATE ROUTE 9.**

(A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.)

**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.

WSDOT SR 9 - Gribble Creek  
WO#101099826/RW-098980  
Page 1 of 4

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2017 1060  
MAR 17 2017**

Amount Paid \$ *71.35*  
Skagit Co. Treasurer  
By *HB* Deputy

**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.

***NO commercial trees, grown and harvested regularly for Grantor's existing Christmas tree business will be trimmed or cleared without owner's prior written consent.***

**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.

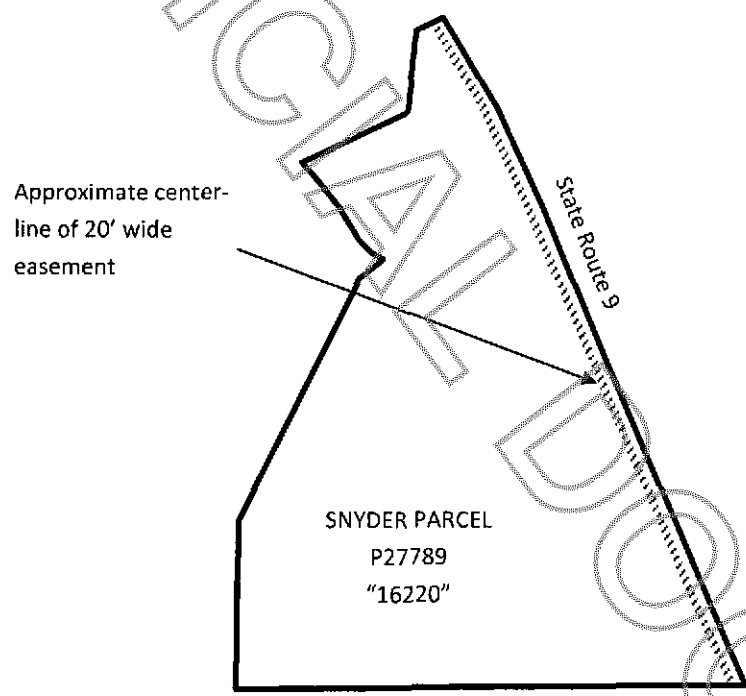
**7. Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 2nd day of March, 2017.



UNOFFICIAL DOCUMENT

EXHIBIT "A"



Not to scale