



Skagit County Auditor
9/21/2017 Page 1 of 5 \$78.00
1:26PM

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
Assessment
SEP 21 2017

Amount Paid \$ ✓
Skagit Co. Treasurer
By *Mmm* Deputy

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
M10063



EASEMENT

REFERENCE #:
GRANTOR (Owner): **Simmons/Young**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOTS 18 & 19, SKYLINE NO. 7 (SE28-35N-01E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P59599 (3823-000-019-0008) & P127482 (3823-000-018-0000)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DAN D. SIMMONS and SYLVIA C. YOUNG, husband and wife** ("Owners" herein), hereby grant and convey 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 HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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, GENERALLY LOCATED ALONG THE WESTERLY PROPERTY LINE.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

BY ACCEPTING AND RECORDING THIS EASEMENT DOCUMENT, PUGET SOUND ENERGY, INC. DOES HEREBY ABANDON AND RELEASE ALL RIGHTS ACQUIRED UNDER EASEMENT PROVISION IN AND TO LOTS 18 & 19, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT CERTAIN EASEMENT PROVISION BY SKYLINE ASSOCIATES, A WASHINGTON LIMITED PARTNERSHIP, ON SKYLINE NO. 7, DATED FEBRUARY 6, 1969, AND RECORDED IN VOLUME 9 OF PLATS,

Simmons/Young
#504839637 / RW-101549
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NO COMPENSATION PAID

PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AND UPON THE EXTERIOR 5 FEET OF FRONT AND REAR BOUNDARY LINES AND UNDER AND UPON THE EXTERIOR 2.5 FEET OF SIDE BOUNDARY LINES.

PUGET SOUND ENERGY, INC.

BY: *Darby Broyles*
DARBY BROYLES, SUPERVISOR REAL ESTATE

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:

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. 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.

4. 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.

5. 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.

6. 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.

7. 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 13th day of September, 2017.

OWNERS:

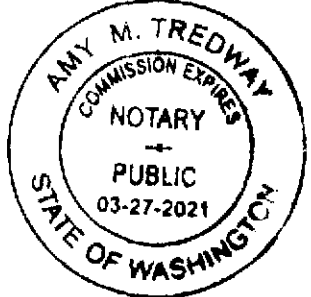
By: D.S.
Dan D. Simmons

By: Sylvia C. Young
Sylvia C. Young

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 13th day of September, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Dan D. Simmons** and **Sylvia C. Young**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Amy M. Tredway
(Signature of Notary)
Amy M Tredway
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 9111 Evergreen Way Everett, WA 98204
My Appointment Expires: 03/27/2021

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

UNRECORDED INSTRUMENT

STATE OF WASHINGTON

COUNTY OF Skaagit)
) ss

On this 18th day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Darby Broyles**, to me known to be the person who signed as **Supervisor Real Estate**, of **Puget Sound Energy, Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of **Puget Sound Energy, Inc.**, for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **Puget Sound Energy, Inc.**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC
STATE OF WASHINGTON
CHRISTINE URREA
My Appointment Expires
SEPTEMBER 27, 2021

Christine Urrea
(Signature of Notary)

Christine Urrea
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Lake Stevens WA

My Appointment Expires: 9-27-2021

UNRECORDED
ORIGINAL DOCUMENT

EXHIBIT A – LEGAL DESCRIPTION

Parcel P59599 (3823-000-019-0008):

PARCEL A:

LOT 19, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;

PARCEL B:

THAT PORTION OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, SKYLINE NO. 7 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 85°49'00" WEST 71.13 FEET;
THENCE NORTH 04°11'00" EAST 85.00 FEET;
THENCE NORTH 85°49'00" WEST 78.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 19;
THENCE SOUTH 01°50'45" EAST ALONG THE EASTERLY LINE OF SAID LOT 19, 65.36 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF SKYLINE SHORT PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGES 87 THROUGH 89, UNDER AUDITOR'S FILE NO. 8310120030, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel P127482 (3823-000-018-0000):

LOT 18, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY WASHINGTON. ALSO TOGETHER WITH TIDELANDS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 18, SKYLINE NO. 7;
THENCE SOUTH 85°49'00" EAST, 71.13 FEET;
THENCE SOUTH 04°01'13" WEST, 75.96 FEET;
THENCE NORTH 75°44'40" WEST, 65.66 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 18;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 18 TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF SKYLINE SHORT PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGES 87 THROUGH 89, UNDER AUDITOR'S FILE NO. 8310120030, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. SURVEY RECORDED UNDER AF #200802290172