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11/05/2018 01:20 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

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

Easement
NOV 05 2018

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



GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

m10210

REFERENCE #:
GRANTOR (Owner): **BYK CONSTRUCTION, INC.**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PORTION BLOCK 5, RESERVE ADDITION TO THE TOWN OF MONTBORNE,
NW 6-33N-5E**
ASSESSOR'S PROPERTY TAX PARCEL: **P74725 / 4136-005-010-0006**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BYK CONSTRUCTION, INC.,** a Washington corporation ("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 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.

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

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No Consideration Paid

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 15th day of October, 2018.

OWNER:

BYK CONSTRUCTION, INC, a Washington corporation

By: 
PAUL WOODMANSEE

Its: **President**

By: 
TIMOTHY WOODMANSEE

Its: **Vice President**

STATE OF WASHINGTON)
) SS
 COUNTY OF Skagit)

On this 15th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **PAUL WOODMANSEE**, to me known to be the person who signed as **President**, of **BYK CONSTRUCTION, INC.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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



Marcie O'Brien
 (Signature of Notary)

Marcie O'Brien
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley

My Appointment Expires: 01-01-21

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

STATE OF WASHINGTON)
) SS
 COUNTY OF Skagit)

On this 15th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TIMOTHY WOODMANSEE**, to me known to be the person who signed as **Vice President**, of **BYK CONSTRUCTION, INC.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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



Marcie O'Brien
 (Signature of Notary)

Marcie O'Brien
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley

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Exhibit "A"

That portion of the below described Tract "X" lying Northwesterly of the following described line:

Commencing at the intersection of the centerline of Therese Avenue (SR No. 9) and vacated Sheridan Avenue as shown on the "Plat of Reserve Addition to the Town of Montborne", recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington and more recently depicted on that certain Record of Survey map recorded under Skagit County Auditor's File No. 9401210047, records of Skagit County, Washington;

Thence South 43°01'21" East along the Centerline of said Therese Avenue (SR No. 9) for a distance of 222.13 feet to the true point of beginning of said line description;

Thence South 47°38'15" West parallel with the centerline of said vacated Sheridan Avenue (as shown on said Record of Survey map recorded under Skagit County Auditor's File No.

9401210047, records of Skagit County, Washington) for a distance of 40.00 feet to the Northeasterly line of Lot 6, Block 5, said "Plat of Reserve Addition to the Town of Montborne";

Thence continue South 47°38'15" West for a distance of 142.84 feet, more or less, to the Southwesterly line of said Lot 6, Block 5;

Thence continue South 47°38'15" West for a distance of 44.46 feet, more or less, to the below described "RR" line and being the terminus of said line description.

Tract "X"

The Northwesterly Half of Hancock Street as said Street is shown on the "Plat of Reserve Addition to the Town of Montborne", in Skagit County, Washington as per plat recorded in Volume 2 of Plats, page 59, and the abutting railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying between the South line of Therese Avenue and line "RR" described as below.

TOGETHER WITH Lots 1 through 10 of Block 5 "Plat of Reserve Addition to the Town of Montborne" as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

ALSO THAT portion of the 100 foot wide Railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lakeshore and Eastern Railway) lying Easterly of the line "RR" described below and lying Easterly of that portion of the centerline of said right of way lying Northerly of the line "RR" and lying between the Southwesterly extensions of the centerline of Sheridan Street and the Northerly line of Hancock Street as said streets are delineated on the above referenced "Plat of Reserve Addition to the Town of Montborne".

TOGETHER WITH that portion of Sheridan Street lying Southeasterly of the centerline and lying between Block 5 and Block 6, said "Plat of the Town of Montborne."

LINE RR

Beginning at a point on the North line of the South Half of Government Lot 6 of Section 6, Township 33 North, Range 5 East of the Willamette Meridian, which is midway between the centerline of the original 100 foot right of way of Seattle Lakeshore and Eastern Railway and the centerline of the last mainline tract of the Northern Pacific Railway as it existed in 1970; Thence Northerly on a line drawn midway between the centerline of the original 100 foot right of way and the centerline of the above described mainline tract to the point of intersection of said centerlines, said point being the terminus of this line description.

Situate in Skagit County, Washington.