

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

2019453
FEB 11 2019

Amount Paid \$ 42.87
Skagit Co. Treasurer
By *nam* Deputy



201902110089

02/11/2019 03:16 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor



PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

EASEMENT ACCOMMODATION RECORDING ONLY

m10238

REFERENCE #:

GRANTOR (Owner):

MICHAEL J. YORIO

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

Portion of NW ¼ SECT. 36, T34N, R04E; W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P29843 (340436-0-006-0115)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MICHAEL J. YORIO, an unmarried person** ("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 1, SKAGIT COUNTY SHORT PLAT NO. PL06-0075, RECORDED SEPTEMBER 28, 2007, UNDER AUDITOR'S FILE NO. 200709280026, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND BEING A PORTION OF GOVERNMENT LOT 2 AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

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:

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE WESTERLY MARGIN OF WEST BIG LAKE BOULEVARD.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID.

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. Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications.

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 4th day of January, 2019.

GRANTOR:

By: Michael J. Yorio
MICHAEL J. YORIO

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 4 day of January, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL J. YORIO**, to me known to be the individual 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.

(Signature of Notary)

(Print or stamp name of Notary)

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

My Appointment Expires: 12-09-21

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



