



201506150129

Skagit County Auditor \$74.00
6/15/2015 Page 1 of 3 1:48PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Payment
JUN 15 2015

PSE PUGET SOUND ENERGY Amount Paid \$ ✓
Skagit Co. Treasurer
By *man* Deputy

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): BEACHWOOD LANE, LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lots 73 & 74, ANACAP BEACH & portion Government Lot 3 27-35-1
ASSESSOR'S PROPERTY TAX PARCEL: P61875/3858-000-074-0008 & P32447/350127-4-009-0307

m4875

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **BEACHWOOD LANE, LLC, a Washington limited liability company** ("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 together with any after acquired title (the "Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED 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:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of the centerline of PSE's underground electrical facilities as now constructed, to be constructed, extended or relocated lying within the above described property.

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; 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

No monetary consideration paid

condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

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 9th day of June, 2015.

OWNER:
BEACHWOOD LANE, LLC

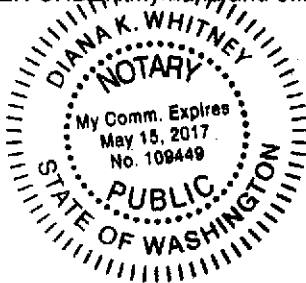
BY: [Signature]
Brian Gentry, manager

BY: [Signature]
Kendra Decker, manager

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 9th day of June, 2015, before me personally appeared Brian Gentry and Kendra Decker, to me known to be the managers of **BEACHWOOD LANE, LLC** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instruments.

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



[Signature]
(Signature of Notary)

DIANA K WHITNEY
(Print or stamp name of Notary)

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

My Appointment Expires: 15 May 2017

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

EXHIBIT "A"

PARCEL ONE:

Lots 73 and 74, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington;
TOGETHER WITH that portion of the public road right of way vacated under Ordinance 1682, Auditor's File Number 844059 as would attach by operation of law.

PARCEL TWO:

That portion of the following described tract lying Easterly of the Northerly extension of the Easterly line of Tract 75, ANACO BEACH, SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

That portion of Government Lot 3 in Section 27, Township 35 North, Range 1 E.W.M. which lies north of the plat of ANACO BEACH, SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said subdivision; thence North $89^{\circ}40'25''$ West, along the North line of said subdivision, a distance of 1,355.71 feet to the Northwest corner of said subdivision; thence South $0^{\circ}12'43''$ West, along the West line of said subdivision, a distance of 125.65 feet to a point in the center of Anaco Beach Road; thence South $64^{\circ}31'10''$ East a distance of 3.16 feet to the Northwest corner of said plat of Anaco Beach; thence North $88^{\circ}10'30''$ East, along the North line of said plat, a distance of 1,324.18 feet to the Northeast corner of said plat; thence continuing North $88^{\circ}10'30''$ east along the Easterly projection of the North line of said plat, a distance of 30.49 feet to a point on the East line of said subdivision; thence North $0^{\circ}31'01''$ West, along the East line of said subdivision, a distance of 76.15 feet to the Point of Beginning.

EXCEPT the Anaco Beach Road;

ALSO EXCEPT that portion lying Easterly of the Northerly extension of the Westerly line of that certain tract of land conveyed to Carolyn J. Swadener by Quit Claim Deed dated May 5, 2003 and recorded under Auditor's File Number 200305050369, records of Skagit County, Washington.

(Being Parcel "B" of that certain survey recorded on July 11, 2003 under Auditor's File Number 200307110006)

Situate in City of Anacortes, County of Skagit, State of Washington.