



201812110072

12/11/2018 03:35 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  
20185402  
DEC 11 2018

Amount Paid \$ 40.02  
Skagit Co. Treasurer  
By *mdm* Deputy

**PUGET SOUND ENERGY**

GUARDIAN NORTHWEST TITLE CO.  
EASEMENT  
M10222  
ACCELERATION RECORDING ONLY

**REFERENCE:**

GRANTOR: BRENT M. YOUNG and REBEKAH G. YOUNG-CRAIG, husband and wife  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN Government Lot 3, Section 36, Township 36, Range 02, Skagit County  
ASSESSOR'S PROPERTY TAX PARCEL: P47473 (360236-0-025-0005)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BRENT M. YOUNG and REBEKAH G. YOUNG-CRAIG, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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:

COMMENCING AT THE SOUTHWEST PROPERTY CORNER, SAID CORNER ON THE NORTHERLY MARGIN OF SAMISH ISLAND ROAD; THENCE EASTERLY ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 13 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY 155 FEET, MORE OR LESS, TO A POINT 10 FEET WEST OF THE EASTERLY PROPERTY LINE; THENCE NORTHERLY, PARALLEL TO SAID EASTERLY PROPERTY LINE, A DISTANCE OF 10 FEET; THENCE EASTERLY, A DISTANCE OF 10 FEET, MORE OR LESS, TO SAID EASTERLY PROPERTY LINE; THENCE SOUTHERLY ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 29 FEET; THENCE WESTERLY, A DISTANCE OF 110 FEET, MORE OR LESS TO THE NORTHERLY MARGIN OF SAMISH ISLAND ROAD; THENCE NORTHWESTERLY ALONG SAID NORTHERLY ROAD MARGIN TO THE POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**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.

**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.

**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 13<sup>th</sup> day of Nov, 20 18

GRANTOR:

BY: *Brent M. Young*  
Brent M. Young

BY: *Rebekah G. Young-Craig*  
Rebekah G. Young-Craig

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF SKAGIT )

On this 13<sup>th</sup> day of November, 20 18, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Brent M. Young and Rebekah G. Young-Craig, husband and wife** to me known to be the individual(s) 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.



*Lisa A. Dellinger*  
(Signature of Notary)

Lisa A. Dellinger  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon Washington  
My Appointment Expires: 04-19-2022

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

EXHIBIT "A"  
(REAL PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, WHICH IS SOUTH 89° 03' 30" WEST 233.43 FEET FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 89° 03' 30" WEST ALONG SAID NORTH LINE 250 FEET; THENCE SOUTH 01° 35' 00" EAST AND PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTHERLY LINE OF THE COUNTY ROAD, THENCE EASTERLY ALONG SAID NORTHERLY LINE TO A POINT ON A LINE WHICH IS PARALLEL TO THE EAST LINE OF GOVERNMENT LOT 3, AND WHICH INTERSECTS THE PLACE OF BEGINNING; THENCE NORTH 01° 35' 00" WEST 738.53 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, WHICH IS SOUTH 89° 03' 30" WEST, 483.43 FEET FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3;  
THENCE SOUTH 01° 35' 00" EAST AND PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 323 FEET TO A BOUNDARY CORNER OF THAT AMENDMENT TO GRANT OF CONSERVATION EASEMENT FROM JAMES CLIFFORD SQUIRES, GRANTOR, TO SKAGIT LAND TRUST, A WASHINGTON NONPROFIT CORPORATION, GRANTEE, BY THAT INSTRUMENT RECORDED MARCH 8, 2004 UNDER AUDITOR'S FILE NO. 200403080149, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION;  
THENCE CONTINUING SOUTH 01° 35' 00" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 418 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE COUNTY ROAD RIGHT-OF-WAY; THENCE EASTERLY ALONG THE NORTH LINE OF THE COUNTY ROAD RIGHT-OF-WAY TO A POINT WHICH BEARS SOUTH 11° 28' 00" EAST A DISTANCE OF 422 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

