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09/19/2019 03:44 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

**Return Address:**  
Puget Sound Energy  
Attn: Real Estate  
1660 Park Lane  
Burlington, WA 98233

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
1. <u>EASEMENT</u>	<b>GUARDIAN NORTHWEST TITLE CO. ACCOMMODATION RECORDING ONLY</b>
<b>Reference Number(s) of Documents assigned or released:</b>	<u>m10283</u>
Additional reference #'s on page _____ of document	
<b>Grantor(s)</b> Exactly as name(s) appear on document	
1. <u>REINVESTMENTS LLC</u>	
2. _____	
Additional names on page _____ of document.	
<b>Grantee(s)</b> Exactly as name(s) appear on document	
1. <u>PUGET SOUND ENERGY INC</u>	
2. _____	
Additional names on page _____ of document.	
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)	
<u>SEE ATTACHED EXHIBIT "A" NE SW <sup>SEC</sup> 25, TOWN 34, &amp; range east</u>	
Additional legal is on page 6 of document.	
<b>Assessor's Property Tax Parcel/Account Number:</b>	
<u>P27805</u>	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

[Signature] Signature of Requesting Party

**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**

**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

2019-4075  
SEP 19 2019

Amount Paid \$354.13  
Skagit Co. Treasurer  
By *ham* Deputy

**EASEMENT**

REFERENCE #: REINVESTMENTS, LLC.  
GRANTOR (Owner): PUGET SOUND ENERGY, INC.  
GRANTEE (PSE): Portion of SW 1/4 SECT.25, T34N, R04E; W.M.  
SHORT LEGAL: ASSESSOR'S PROPERTY TAX PARCEL: P27805 (340425-0-010-0013)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REINVESTMENTS, LLC., a Washington limited liability company ("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:

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND TEN (10) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE NORTHERLY MARGIN OF WEST BIG LAKE BOULEVARD.

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

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-

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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 20<sup>th</sup> day of August, 2019.

GRANTOR:

REINVESTMENTS, LLC., a Washington limited liability company

By:   
Michael McCoy, Managing Member

By:   
Tamara McCoy, Managing Member

STATE OF WASHINGTON )  
COUNTY OF Grays Harbor )SS

On this 20<sup>th</sup> day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael McCoy and Tamara McCoy**, to me known to be the individual(s) who signed as **Managing Members**, of **REINVESTMENTS, LLC.**, a **Washington limited liability company** that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **REINVESTMENTS, LLC.** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **REINVESTMENTS, LLC.**

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



Margo R Tackett  
(Signature of Notary)  
Margo R Tackett  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Westport  
My Appointment Expires: 09/01/21

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

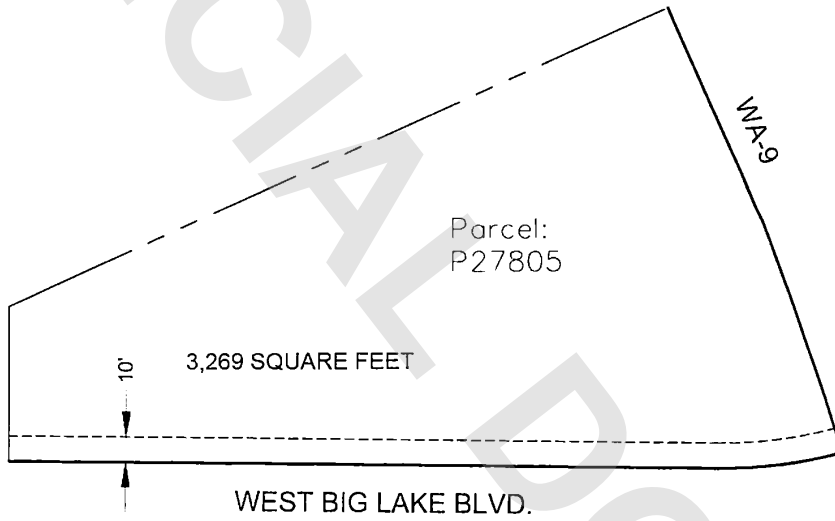
**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , 65.6 FEET; THENCE NORTH 66 DEGREES 84' EAST, 306.25 FEET TO THE WEST LINE OF THE COUNTY ROAD; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID ROAD 206 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THENCE WEST TO THE PLACE OF BEGINNING; EXCEPT THE SOUTH 10 FEET AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED JUNE 7, 1947, RECORDED JUNE 9, 1947 UNDER AUDITOR'S FILE NO. 405333, ALSO EXCEPT MINERAL RIGHTS AS RESERVED IN DEED FROM W.M. LINDSAY, ET UX, DATED DECEMBER 6, 1898 AND FILED JANUARY 12, 1899 UNDER AUDITOR'S FILE NO. 29659 IN VOLUME 36 OF DEEDS, PAGE 255, RECORDS OF SKAGIT COUNTY.

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EXHIBIT "B"



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