

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
FEB 12 2014



Skagit County Auditor

\$73.00

2/12/2014 Page

1 of

2 1:31PM

RETURN ADDRESS:

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

Amount Paid \$/
Skagit Co. Treasurer
By *mm* Deputy



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): WAH/KH RENTALS, LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 13-14 BLK 8 HENSLEY'S 1ST ADDN TO ANAC IN SW SEC 19 TWN 35N RGE 2E
ASSESSOR'S PROPERTY TAX PARCEL: P57364/3794-008-014-0001

ACCOMMODATION RECORDING ONLY

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WAH/KH RENTALS, LLC**, a Colorado 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 (the "Property" herein) in **SKAGIT County, Washington**:

Lots 13 and 14, Block 8, "PLAT OF HENSLEY'S FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASH.," as per plat recorded in Volume 3 of Plats, page 46, records of 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:

The South 10 feet of the West 10 feet of the above described property being Lots 13 and 14, Block 8 of said plat.

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 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. 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.

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No monetary consideration paid

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 31 day of Jan, 2013, 2014

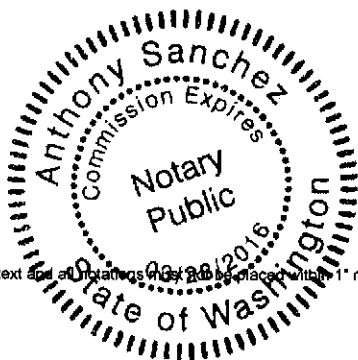
OWNER/S:

BY: Wah/KH

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this 31 day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known or proved by satisfactory evidence to be the person who signed as _____ of WAH/KH RENTALS, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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



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

Anthony Sanchez
(Signature of Notary)
Anthony Sanchez
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at MT. Vernon
My Appointment Expires: 3/28/2016

UG Elec Easement 10/2013
101084166/ RW-086488
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Skagit County Auditor \$73.00
2/12/2014 Page 2 of 2 1:31PM