

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
P. O. Box 97034 - EST-06E
Bellevue, WA 98009-9942

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

20144191
NOV 05 2014

with p. 34575
p. 129839

Amount Paid \$254.³⁰
Skagit Co. Treasurer
By *man* Deputy



201411050059

Skagit County Auditor

\$73.00

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2 2:07PM



EASEMENT

REFERENCE #:

GRANTOR: **Inman**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Pin NE ¼ of NW ¼ of 21-35N-3E**
ASSESSOR'S PROPERTY TAX PARCEL: **P34574**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **Phil C. Inman and Shelah M. Inman**, 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:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. EXCEPT THE SOUTH 530 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; AND EXCEPT, ANY PORTION THEREOF LYING WITHIN THE COUNTY ROAD RIGHT OF WAY COMMONLY KNOWN AS ALLEN WEST ROAD.

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:

Easement Area 1 (Vault Locations)

THE NORTH NINE (9') FEET OF THE WEST SIXTY (60') FEET AND THE NORTH NINE (9') FEET OF THE EAST SIXTY (60') FEET OF THE WEST EIGHT HUNDRED AND FIFTEEN (815') OF THE REAL PROPERTY DESCRIBED HEREIN.

Easement Area 2 (Underground Conduits, Lines and Cables)

THE NORTHERLY TWENTY (20') FEET OF THE REAL PROPERTY DESCRIBED HEREIN.

No additional facilities shall be added without prior written consent of grantors being first had and obtained.

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:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; **dedicated PSE** fiber optic cable and other lines, cables and facilities for **dedicated PSE** 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, **PROVIDING reasonable notice of access is given to Grantor under non-emergency conditions**, 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. **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.

4. **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.

5. 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.

6. 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 day of October 2014, 2014.

GRANTOR:

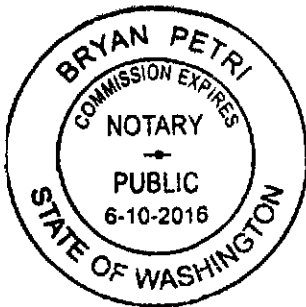
BY: Phil C. Inman
Phil C. Inman

BY: Shelah M. Inman
Shelah M. Inman

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 23rd day of October, 2014, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Phil C. Inman and Shelah M. Inman to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.



Bryan Petri
(Signature of Notary)
Bryan Petri
(Print or stamp name of Notary)

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

My Appointment Expires: 6-10-2016

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



Skagit County Auditor
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