

Skagit County Auditor 11/23/2015 Page

\$76.00 1 of 1:41PM

RETURN ADDRESS: Ruget Sound Energy, Inc. Attn: ROW Department 1660 Park Lane

Burlington, WA 98233

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

NOV 23 2015

Amount Paid \$ Skagit Co. Treasurer CHANN DEDUTY

ORIGINAL

PUGET SOUND ENERGY

EASEMENT

SUARDIAN NORTHWEST TITLE CO.

REFERENCE NO: GRANTOR (Owner):

SCOTT R. GORDON AND KAREN M. GORDON

M9904

GRANTEE (PSE):

LOT 2, SKAGIT COUNTY SHORT PLAT NO. PLOS DEN OUATION RECORDING ONLY

SHORT LEGAL: ASSESSOR'S PROPERTY TAX PARCEL: P12504 / 340208-4-004-0200

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCOTT R. GORDON AND KAREN M. GORDON, A MARRIED COUPLE ("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:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE A PART OF 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: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

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, unless said work was done at the request of Owner, in which/case-

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NO COMPENSATION PAID

Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

- 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.

foregoing, the rights and obligat	tions of the parties shall be binding upon t	heir
DATED this day of	NOVEMBER , 20	15.
OWNERS:		
600		
Scott R. Gordon		
)		
BY: Placetins	Hardon ()	

Karen M. Gordon

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DUNTY OF SALK	omish ss				
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State of Washing	ston, duly commission	of UNEMBER	appeared SCOTT R.	GORDON AND KA	REN M.
<u>PRDON</u> to she kind	wn to be the individua	al(s) who executed the w id voluntary act and deed	itnin and foregoing inst	rument, and acknow	лeagea
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GIVEN UNI اکسی	DER My hand and off	ficial seal hereto affixed the	ne day and year in this	certificate first above	2
MANUAL	KEN	Miganto	hudall		
Granis S	ONE	(Signature of Notary)	Kendall		
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EXHIBIT A

LOT 2, SKAGIT COUNTY SHORT PLAT NO. PL05-0351, RECORDED OCTOBER 27, 2006 UNDER AUDITOR'S FILE NO. 2006 10270073, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF LOT 4, SHORT PLAT NO. 99-0035, RECORDED JANUARY 10, 2001, UNDER AUDITOR'S FILE NO. 200101100017, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL IN GOVERNMENT LOTS 2 AND 3, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN SKAGIT COUNTY, WASHINGTON,