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Skagit County Auditor

\$74.00

5/5/2016 Page

1 of

2 1:48PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAY 05 2016

Amount Paid \$
Skagit Co. Treasurer
By *Mdm* Deputy

RETURN ADDRESS:

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



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR (Owner): LARRY L. PINNOW and CLAIRE S. PINNOW
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN: SE 1/4 S02 T35N, R01E
ASSESSOR'S PROPERTY TAX PARCEL: P122701/350102-4-0007-0001

ACCOMMODATION RECORDING ONLY

M4431

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LARRY L. PINNOW and CLAIRE S. PINNOW, 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:

LOT 1 AS DELINEATED ON SHORT PLAT NO. PL07-0493, AS APPROVED ON MAY 12, 2008 AND RECORDED ON MAY 29, 2008 UNDER AUDITOR'S FILE NO. 20080529017, TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER LOT 1 OF SAID SHORT PLAT BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

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 strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocate, generally located within existing private driveway as of April 2016 (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)

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.

UG Elec Easement
RW-095797/105080583
SE02-T35N-R01E

No monetary consideration paid

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.

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 29th day of APRIL, 2016.

OWNER/S:

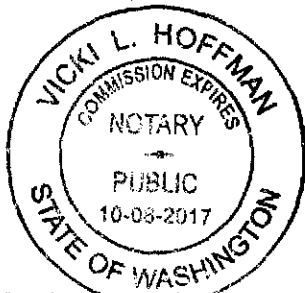
BY: [Signature]
LARRY L. PINNOW

BY: [Signature]
CLAIRE S. PINNOW

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 29th day of APRIL, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARRY L. PINNOW and CLAIRE S. PINNOW, 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 he free and voluntary

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]
(Signature of Notary)
VICKI L. HOFFMAN
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at COWPEVILLE
My Appointment Expires: 10-3-17

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