

Skagit County Auditor

\$75.00

9/23/2016 Page

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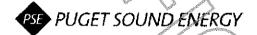
3 3:23PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW/Real Estate
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

SEP 23 2016

Amount Paid \$
Skagit Co. Treasurer
By Man Deputy



SUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT

REFERENCE #:

GRANTOR (Owner):

RUSSELLRENT, LLC

GRANTEE (PSE):

PUGET SOUND ENERGY, INC.

SHORT LEGAL:

PTN LT 2, All LTS 3-5, Blk 21, Bowman's Central Ship Harbor

ASSESSOR'S PROPERTY TAX PARCEL: \P56856 (3776-021-005-0007)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RUSSELLRENT, LLC, a Washington 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:

LOT 2, EXCEPT THE EAST 12 FEET THEREOF, AND ALL OF LOTS 3, 4, AND 5, BLOCK 21, "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF 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: 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, EXTENSED 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:

Overhead facilities: Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications.

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.

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NO COMPENSATION PAID

- 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. 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.
- 6. 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.
- 7. 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.
- 8. 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 27	day of	ano	just	<u> </u>	, 2016

OWNER:

RUSSELLRENT, LLC, a Washington limited liability company

MARY MCEATHRON, member

MARK MCEATHRON, member

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STATE OF WASHINGTON)	
country of Sharpt)ss	
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On this 39 day of Queyus	, 2016, before me, the undersigned, a Notary Public in sioned and sworn, personally appeared MARY and MARK
MCEATHRON, to me known to be the person who :	signed as members, of RUSSELLRENT, LLC, the company that
executed the within and foregoing instrument, and a	acknowledged said instrument to be their free and voluntary act d of RUSSELLRENT, LLC, for the uses and purposes therein
mentioned; and on oath stated that they are a	authorized to execute the said instrument on behalf of said
«GRANTOR». RUSSELLRENT, LLC.	
IN WITNESS WHEREOF I have hereunto set my ha	nd and official seal the day and year first above written.
WINDRIE MIKE	Mayori Boulson
LILL STON EXAL	(Signature of Notary) MARTOTIC B MILNOR
I TOTARY TO LET	(Print or stamp name of Notary)
	NOTARY PUBLIC in and for the State of Washington, residing at Wayner Version
ANBILO V SEL	1/0/10
18 18 18 20 65 11 V	My Appointment Expires: 6/18///
Notary seal, text and all indigitions must not be placed within 1' margins	

Overhang only	