

Skagit County Auditor
10/16/2017 Page

1 of 6 \$79.00
1:51PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233



GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

m 10071

REFERENCE:

GRANTOR: Hinton
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn NW17-34N-04E
ASSESSOR'S PROPERTY TAX PARCEL: P25918 (340417-2-008-0005)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Gregory Hinton and the Hinton Family LLC, a Washington Limited Liability Company** ("Grantors" herein), hereby convey and warrant 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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:

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. 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:

a. Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and:

b. 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.

Harbor Freight
WO#105084368/RW-102210
Page 1 of 4

NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 16 2017

Amount Paid \$
By Skagit Co. Treasurer
BT Deputy

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 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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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.

5. 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.

6. 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.

7. 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 4th day of October, 2017.

GRANTORS:

BY: 
Gregory Hinton

Hinton Family LLC

BY: See attached
Susan K. Hinton, its managing member

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 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.

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DATED this 4th day of October, 2017.

GRANTORS:

BY: Gregory Hinton

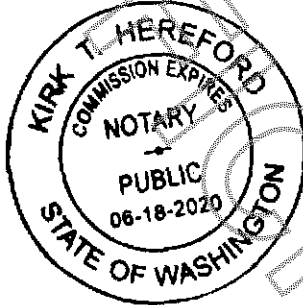
Hinton Family LLC

BY: Susan K. Hinton
Susan K. Hinton, its managing member

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 4th day of October, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gregory Hinton**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



Kirk Hereford
(Signature of Notary)
Kirk Hereford
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit Co.
My Appointment Expires: 6/18/20

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

STATE OF WASHINGTON)
COUNTY OF _____) SS

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Susan K. Hinton**, to me known or proved by satisfactory evidence to be the person who signed as **managing member**, of **Hinton Family LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be 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 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.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

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

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Gregory Hinton**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

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

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 4th day of OCT, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Susan K. Hinton**, to me known or proved by satisfactory evidence to be the person who signed as **managing member**, of **Hinton Family LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be 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 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.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 1234 5th St

My Appointment Expires: 10-15-16

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A"

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East W.M., lying Southerly of the County Road along the North line thereof, lying Easterly of Old Highway 99 along the West line thereof, lying Northerly of the 60 foot strip conveyed to the City of Mount Vernon by deed dated July 3, 1959 and recorded July 10, 1959, as Auditor's File No. 582951 and lying Westerly of the West line (and Southerly extension of said West line) of a Tract conveyed to Keith S. Johnson, et al., by deed dated October 9, 1957 and recorded October 15, 1957, under Auditor's File No. 557246, records of Skagit County, Washington.

EXCEPT that portion deeded to the City of Mount Vernon by deed recorded under Auditor's File No. 8511050003 and right of way dedicated to the City of Mount Vernon under Auditor's File No. 200803280001.

Situate in the County of Skagit, State of Washington.