

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



201901220118

01/22/2019 04:10 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY



M10234

EASEMENT

REFERENCE NO.: N/A
GRANTOR: GERIK P. SHINN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN NW ¼, SEC 36, TWN 34 N, RNG 4 E
ASSESSOR'S PROPERTY TAX PARCEL: P29923 (340436-0-049-0007)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GERIK P. SHINN, a married man as his sole and separate property ("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:

Lot 2, Skagit County Short plat No. PL 12-0114, approved November 16, 2012 and recorded November 19, 2012 under Auditor's File No. 201211190202, records of Skagit County, Washington.

Situate in Skagit County, Washington.

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:

Beginning at the Northeastly property corner, said corner being a point on the Westerly margin of West Big Lake Blvd;
Thence South 32°39'52" West along the Easterly property line of Lot 1, Skagit County Short plat No. PL 12-0114, recorded under Skagit County Auditor's File No. 201211190202, to a point that is 10 feet Westerly of said margin;
Thence Southerly to said margin;
Thence Northerly along said margin, 69 feet, more or less, to the Beginning.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY

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:

BIG-15 Little Mtn Rd
WC#101102892/RW-103140
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20190212
JAN 22 2019

Amount Paid \$ 9170
By *MH* Skagit Co. Treasurer Deputy

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.

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 27 day of Dec., 2018.

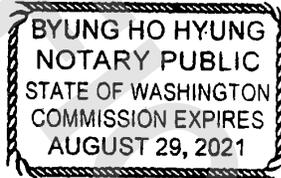
GRANTOR:


GERIK P. SHINN

STATE OF WASHINGTON)
) SS
COUNTY OF ~~SNOHOMISH~~ ^{SNOMISH})

On this 27th day of December, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GERIK P. SHINN** 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.



[Handwritten Signature]
(Signature of Notary)
Byung Ho Hyung
(Print or stamp name of Notary)
Notary Public in and for the State of Washington,
residing at Arlington
My Appointment Expires: 08/29/2021

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

