

After Recording, please return to:

Leonard Johnson and Magdalen Baldassano
5617 Campbell Lake Road
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 05/31/2024

M 22762-LT

Document Title(s): Easement
Reference Number(s) of Documents assigned or released: (on page __ of document(s)) n/a
Grantor(s): Leonard Johnson and Magdalen Baldassano Additional Names on page of document.
Grantee(s): Michael and Laurie Picha Additional Names on page of document.
Abbreviated Legal Description: Sec. 12, Twn 34N, R 1 East; Ptn Gov. Lot 4 Additional legal is on page of document.
Tax Parcel Number(s): P19229/3401112-4-014-0009

EASEMENT

REFERENCE #:

GRANTOR (Owner): Leonard Johnson and Magdalen Baldassano

Grantee: Michael + Laurie Picha

Short Legal :Section 12, Township 34 North, Range 1 East; Ptn. Govt. Lot 4

Assessor's Property Tax Parcel: P19229 (3401112-4-014-0009)

For and in consideration of \$7500, the receipt and sufficiency of which are hereby acknowledge, **LEONARD JOHNSON** and **MAGDALEN BALDASSANO**, HUSBAND AND WIFE, ("Owner" herein), hereby grants and conveys to Michael + Laurie Picha 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 HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Michael + Laurie Picha rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area 10 feet in width having 5 feet of such width 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 DESCRIBES PARCEL.

1. **Purpose.** Michael + Laurie Picha 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 of electricity. Such systems may include, but are not limited to:
Underground facilities, conduit, lines, cables, vaults, switches and transformers for electricity; fiber optic cables 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 foregoing.

Following the initial construction of all or a portion of it systems Michael + Laurie Picha may, from time to time, construct such additional facilities as it may require for such systems
Michael + Laurie Picha shall have the right of access to the Easement Area over and across the Property to enable Michael + Laurie Picha to exercise its rights granted in this easement. Must give 24 hour notice and all and any one working in the easement must be professionally licensed and insured.

2. **Easement Area Clearing and Maintenance.** Michael + Laurie Picha 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. Michael + Laurie Picha 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, Michael + Laurie Picha shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by Michael + Laurie Picha's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of Michael + Laurie Picha shall be performed as soon as reasonably possible after the completion of Michael + Laurie Picha's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of Property.
4. **Owner's Use of Easement Area.** Owner reserves the rights 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 Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of Leonard Johnson & Magdalen Baldassano facilities without prior written consent.
5. **Indemnity.** Michael + Laurie Picha agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of Michael + Laurie Picha or its contractors in exercise of the rights herein granted to Michael + Laurie Picha, but nothing herein shall require Michael + Laurie Picha 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 Michael + Laurie Picha 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 Michael + Laurie Picha's failure to install its systems on the Easement Area,
7. **No cutting on asphalt.** All portions across asphalt must be bored under the asphalt.

Dated this 17 day May 2024

x Leonard Johnson
Leonard Johnson

x Magdalen Baldassano
Magdalen Baldassano

x [Signature]

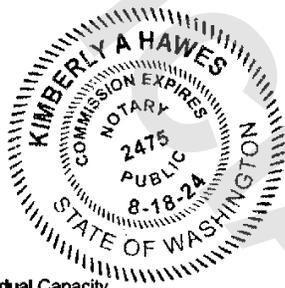
x Laurie Picha

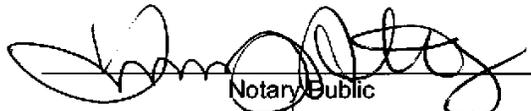
x Michael Picha
(Print name)

x Laurie Picha
(Print name)

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

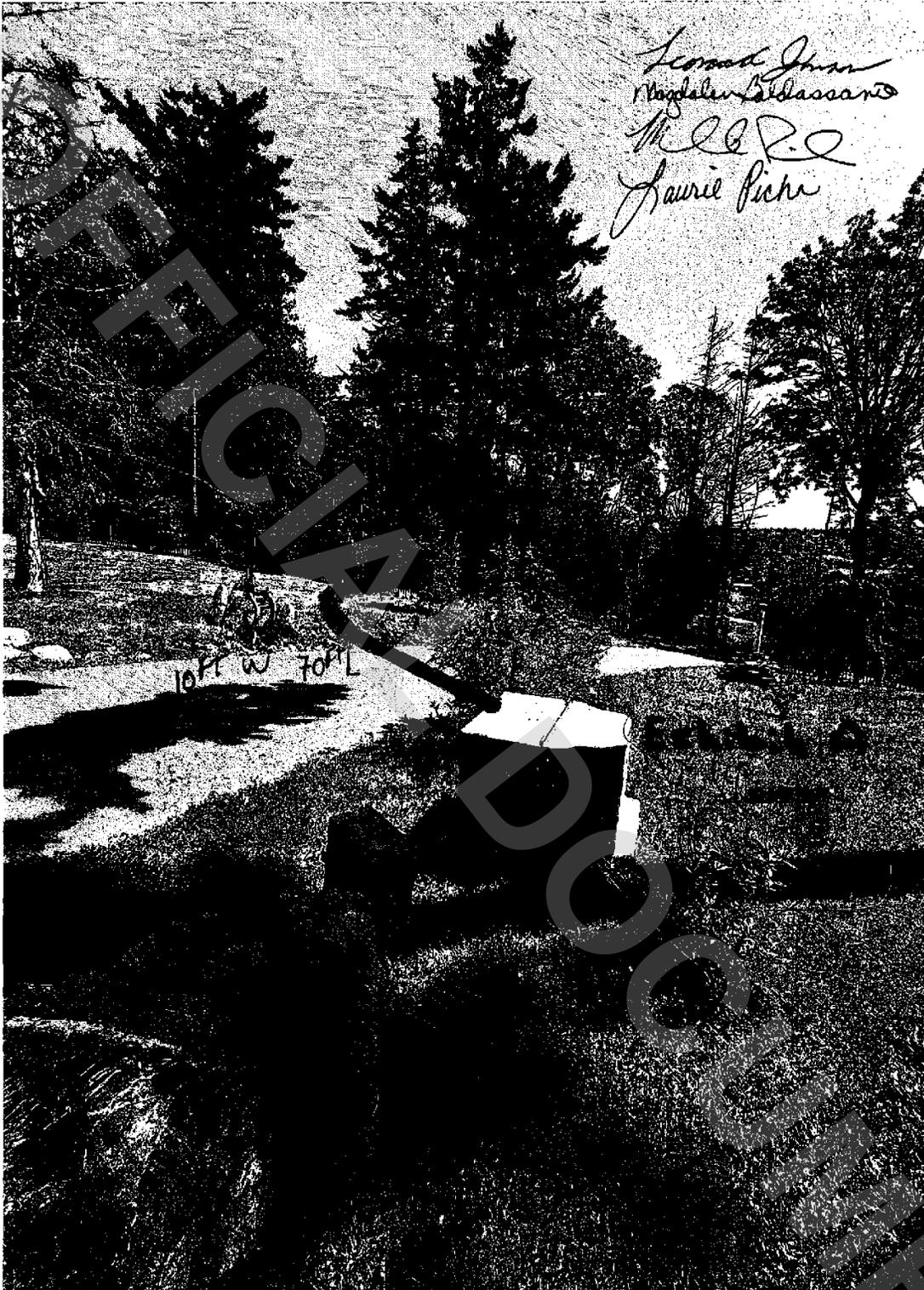
On this 17th day of May, 2024 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Leonard Johnson + Magdalen Baldassan known to me to be the individual(s) described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.




Notary Public

Printed Name: Kimberly Hawes
My appointment expires: August 18, 2024

A-7 - Individual Capacity



Leonard Johnson
Margaret Baldassarre
M. B. R. J.
Gauriel Piche