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Skagit County Auditor \$73.00
7/28/2014 Page 1 of 2 1:57PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JUL 28 2014

130

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

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



EASEMENT

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M9821

GRANTOR (Owner): LGIF INC., a Washington corporation
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN Lots A,B,C,D & E, Stone Hedge Short Plat, ANA 06-01
ASSESSOR'S PROPERTY TAX PARCEL: 350127-2-0500, 350127-2-003-0600, 350127-2-003-0700, 350127-2-003-0800, 350127-2-003-0900

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **LGIF, Inc, a Washington corporation**, ("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:

Lots A,B,C,D and E of the City of Anacortes Short Plat No. ANA 06-001, as approved April 9, 2007, and recorded April 11, 2007, under Auditor's File No. 200704110101, records of Skagit County, Washington, being a portion of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 35 North, Range 1 East, W.M.

Situate in the 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 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 relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)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

UG Elec Easement
RW-089167/105075709
NE,NW,NW 27-35N-01E

No monetary consideration paid

establishment and growth of brush, trees or other vegetation in the Easement Area.

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 18TH day of July, 2014.

OWNER/S:
LGIF, Inc., a
Washington Corporation

BY: _____

BY: _____

STATE OF WASHINGTON)

) SS

COUNTY OF _____)

On this 18TH day of JULY, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Gentry as President of LGIF Inc. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of LGIF Inc. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said LGIF, Inc..

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

STEVEN G. BAUGHN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-29-18

(Signature of Notary)

STEVEN G. BAUGHN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at MT. VERNON, WA
My Appointment Expires: 01-29-2018

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

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