

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 09/22/2020



EASEMENT

GNW M 10372

REFERENCE #:
GRANTOR (Owner): **KEVIN R. AINSWORTH and DIANA L. AINSWORTH**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LT 3 SP NO. 99-0024 AFN 200310010080 (NW30-34N-05E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P30507**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KEVIN R. AINSWORTH and DIANA L. AINSWORTH**, husband and wife ("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 ~~Island~~ **Skagit** County, Washington:

LOT 3 OF SHORT PLAT NO. 99-0024 RECORDED OCTOBER 1, 2003 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200310010080. BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, 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, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, AS GENERALLY SHOWN ON EXHIBIT "A": EXCEPT ANY PORTION GRANTED UNDER PUGET SOUND POWER & LIGHT COMPANY EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8510030039.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/ or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

Underground facilities. Conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches. Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.

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

NOT#509887601/RW-115642 no monetary consideration
Page 1 of 4

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.

4. 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.

5. 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.

6. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 18 day of SEPT, 2020.

OWNER:

By: 
KEVIN R. AINSWORTH

By: 
DIANA L. AINSWORTH

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 18th day of September, 2020, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KEVIN R. AINSWORTH and DIANA L. AINSWORTH, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Peggy A Land
(Signature of Notary)
Peggy A Land
(Print of name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Senwood
My Appointment Expires: June 16, 2021

EXHIBIT "A"

