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201607050141
Skagit County Auditor
7/5/2016 Page 1 of 3 3:30PM $75.00

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
easement
JUL 05 2016

Amount Paid $ -
Skagit Co. Treasurer
By Nam Deputy

PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M4941

EASEMENT

REFERENCE #:
GRANTOR (Owner): **TIMOTHY WARD TIPTON**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Tract 3 SP NO. 21-83**
ASSESSOR'S PROPERTY TAX PARCEL: **P35583 (350402-0-001-0309)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TIMOTHY WARD TIPTON, as his separate estate** ("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:

TRACT 3 SHORT PLAT #21-83 APPROVED MAY 31ST, 1983 RECORDED IN VOLUME 6, SHORT PLAT, PAGE 64, UNDER AUDITOR'S FILE # 8305310018 (BEING A PORTION OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.).

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE SOUTH 20 FEET OF LOT 1 AND THE NORTH 20 FEET OF LOT 1, AS DELINEATED ON THE FACE OF SAID SHORT PLAT SITUATED 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 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.** 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.

NO COMPENSATION PAID

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 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, 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 PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

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 17 day of June, 2016.

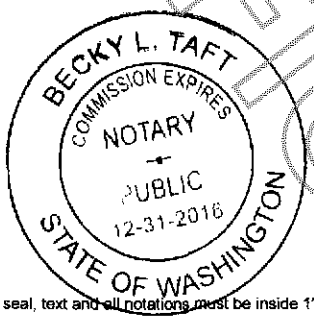
OWNER:

By: _____
TIMOTHY WARD TIPTON

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STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 17 day of June, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TIMOTHY WARD TIPTON,** to me known to be the individual(s) 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.



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

Becky L Taft
(Signature of Notary)
Becky L. Taft
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley
My Appointment Expires: 12 31 2016

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