



200908170165
Skagit County Auditor

8/17/2009 Page

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3 3:23PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: **CAMPBELL, JOHN A.**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **Portion NE $\frac{1}{4}$ 12-35-1 generally described as Tr. 2 SP 95-037**

ASSESSOR'S PROPERTY TAX PARCEL: **P31433/350112-1-005-0007**

ACCOMMODATION RECORDING ONLY

m4358

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN A. CAMPBELL** ("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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally located in the most southerly 150 feet of the above described Property.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for 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, 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. 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.

UG Electric 11/1998
RW-073350/104214833
NE 12-35-1

No monetary consideration paid

4. **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.

5. **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.

6. **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 16th day of August, 2009.

GRANTOR:

BY: John A. Campbell
JOHN A. CAMPBELL

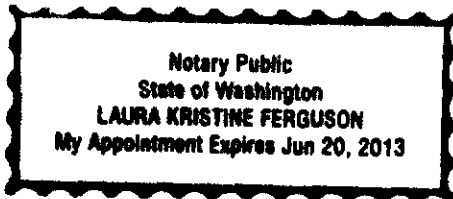
STATE OF WASHINGTON)

) SS

COUNTY OF)

On this 16th day of August, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN A. CAMPBELL, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as a 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.



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes, WA
My Appointment Expires: 06/20/2013

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

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 17 2009

Amount Paid \$ 0
Skagit Co. Treasurer
By Shawn Deputy



Skagit County Auditor

EXHIBIT "A"

Lot 2, Short Plat No. 95-037, approved January 31, 1996, recorded February 2, 1996 in Volume 12 of Short Plats, pages 71 and 72, under Auditor's File No. 9602020036 and being a portion of the West ½ of the East ½ of Section 12, Township 35 North, Range 1 East W.M.;

TOGETHER WITH that portion of Lot 4, Short Plat No. 95-037, approved January 31, 1996, recorded February 2, 1996 in Volume 12 of Short Plats, pages 71 and 72, under Auditor's File No. 9602020036 and being a portion of the West ½ of the East ½ of Section 12, Township 35 North, Range 1 East W.M. (being a portion of the vacated plat of Queen Anne Addition to North Anacortes), described as follows:

Beginning at the Southwest corner of the Northeast Quarter of said Section 12;
Thence North along the North-South Section 12 centerline 696.82 feet; Thence South 89°11'40" East, 801.47 feet along Tract X centerline as shown on the face of said Short Plat No. 95-037, and the TRUE POINT OF BEGINNING; Thence continuing South 89°11'40" East 142.15 feet; Thence through a curve to the left, which radius point bears South 71°20'08" West 45 feet, with a central angle of 70°31'48", length of 55.40 feet to the Southeast corner of Lot 1 of said Short Plat; Thence North 89°11'40" West, 99.72 feet; Thence South 0°48'20" West, 30 feet to the TRUE POINT OF BEGINNING;

ALSO TOGETHER WITH a tract of land situated in the Northeast Quarter of Section 12, Township 35 North, Range 1 East W.M., being a portion of Lot 2 of Short Plat No. 95-038 by that instrument prepared for Jami J. Simac dated March 23, 1996 and recorded June 11, 1996 under Auditor's File No. 9606110052, records of Skagit County, Washington, described as follows:

Beginning at the Northeast corner of Lot 2 of Skagit County Short Plat No. 95-037 by that instrument prepared for Michael and Maureen Fohn dated January 15, 1996 and recorded February 2, 1996 under Auditor's File No. 9602020036 records of Skagit County, Washington; Thence North 1°04'04" East along the most Easterly line of said Lot 2 of Skagit County Short Plat No. 95-038, a distance of 20.00 feet; Thence North 88°41'45" West along line parallel to and 20 feet distance when measured at right angles to the North line of Lot 2 of said Fohn Short Plat No. 95-037, a distance of 206.33 feet; Thence South 0°57'14" West, a distance of 20 feet to the mid point of the North line of Lot 2 of said Fohn Short Plat No. 95-037; Thence South 88°41'45" East along the North line of Lot 2 of said Fohn Short Plat No. 95-037, a distance of 206.29 feet to the point of beginning.

EXCEPT FROM ALL OF THE ABOVE the following described tract:

A tract of land situated in the Northeast Quarter of Section 12, Township 35 North, Range 1 East W.M., being a portion of Lot 2 of Short Plat No. 95-037 by that instrument prepared for Michael and Maureen Fohn dated January 15, 1996 and recorded February 2, 1996 under Auditor's File No. 9602020036, described as follows:

Beginning at the Northwest corner of Lot 2 of said Fohn Short Plat No. 95-037; Thence South 0°50'23" West along the West line of said Lot 2, a distance of 20.00 feet; Thence South 88°41'45" East along line parallel to and 20 feet distance when measured at right angles to the North line of said Lot 2, a distance of 206.24 feet; Thence North 0°57'14" East, a distance of 20 feet to the mid point of the North line of said Lot 2; Thence North 88°41'45" West along the North line of Lot 2 of said Fohn Short Plat No. 95-037, a distance of 206.29 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

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