



201006210107  
Skagit County Auditor

6/21/2010 Page 1 of 3 10:32AM

**RETURN ADDRESS:**

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: PORTIS, MARVIN & JEANETTE and PORTIS, KENNY

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion SW $\frac{1}{4}$  17-34-2

ASSESSOR'S PROPERTY TAX PARCEL: P73599/4109-107-032-0007 and P73601/4109-108-016-0005

m9459  
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MARVIN D. PORTIS and JEANETTE M. PORTIS, husband and wife, and KENNY LYNN PORTIS** ("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:

**PARCELS "C" AND "E" OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT AS RECORDED SEPTEMBER 4, 2008, UNDER AUDITOR'S FILE NUMBER 200809040107, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE PLAT OF "PLOT OF THE TOWNSITE OF GIBRALTER, SKAGIT COUNTY, WASHINGTON, USA" FILED IN VOLUME 1 OF PLATS AT PAGES 19 AND 20.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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:

**Easement Area 1. The North 30 feet of said Parcel E of the above described Property.**

**Easement Area 2. The North 20 feet of said Parcel C 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

UG Electric 11/1998  
RW-076070/105062161  
SW 17-34-2

*No monetary consideration paid*

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.

**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 10 day of June, 2010.

GRANTOR:

BY: Marvin D. Portis  
MARVIN D. PORTIS

BY: Jeanette M. Portis  
JEANETTE M. PORTIS

BY: Kenny Lynn Portis  
KENNY LYNN PORTIS

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

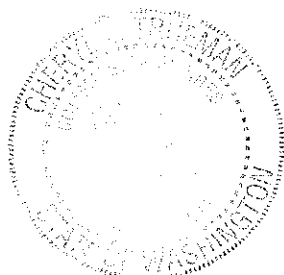
JUN 21 2010

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

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 10th day of June, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARVIN D. PORTIS**, 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.



Cheryl L. Teueman  
(Signature of Notary)  
Cheryl L. Teueman  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing  
at Moart Vernon  
My Appointment Expires: 12/14/11



201006210107

Skagit County Auditor

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 10th day of June, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JEANETTE M. PORTIS** to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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]  
(Signature of Notary)

Cheryl L Teneman  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing  
at Mount Vernon  
My Appointment Expires: 5/14/11

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 10th day of June, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KENNY LYNN PORTIS**, 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.

[Signature]  
(Signature of Notary)

Cheryl L Teneman  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing  
at Mount Vernon  
My Appointment Expires: 5/14/11

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



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Skagit County Auditor