



201008160135

Skagit County Auditor

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**RETURN ADDRESS:**

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

**EASEMENT**

GRANTOR: **SEAVER, RICHARD & MICHELE**  
GRANTEE: **PUGET SOUND ENERGY, INC., ET AL.**  
SHORT LEGAL: **Portion NW $\frac{1}{4}$ NE $\frac{1}{4}$  9-34-2**  
ASSESSOR'S PROPERTY TAX PARCEL: **P21969/340314-3-012-0001; P21970/340314-3-013-0000; P21986/**

GUARDIAN NORTHWEST TITLE CO.

m9479

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RICHARD SEAVER AND MICHELE SEAVER** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation and **CASCADE NATURAL GAS**, a Washington Corporation (Puget Sound Energy and Cascade Natural Gas are referred to herein collectively as "Grantees" and individually as "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:

**PARCEL "A":**

THE SOUTH 660 FEET OF THE EAST 330 FEET OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 3 E.W.M.;  
EXCEPT ROAD.

**PARCEL "B":**

THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 3 E.W.M.;  
EXCEPT THE SOUTH 660 FEET OF THE EAST 330 FEET THEREOF.

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) as described and as drawn and attached hereto as **EXHIBIT "A"** and incorporated herein by this reference:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.**

**1. Purpose.** Each 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 gas and electricity over and/or under the easement area. Such systems may include, but are not limited to:

**a. Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

**b. Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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, each Grantee may, from time to time, construct such additional facilities as it may require for such systems. Each Grantee shall have the right of access to the Easement Area over and across the Property to enable such Grantee to exercise its rights hereunder. Each Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by such Grantee.

**2. Easement Area Clearing and Maintenance.** Each Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Each 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Easement  
AUG 16 2010

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

UG Electric 11/1998  
RW-076360/105062509  
SW 14-34-3

*No monetary consideration paid*

**3. Trees Outside Easement Area.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. 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.

**5. Indemnity.** Each Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of such Grantee's negligence in the exercise of the rights herein granted to such Grantee, but nothing herein shall require any Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**6. Abandonment.** The rights herein granted to a Grantee shall continue until such time as such Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate as to such Grantee and all rights granted to such Grantee, 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.

**7. Successors and Assigns.** Each 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 4 day of AUGUST, 2010.

GRANTOR:

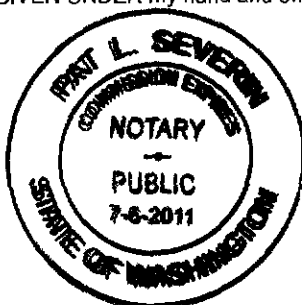
BY: Richard Seaver  
RICHARD SEAVER

BY: Michele Seaver  
MICHELE SEAVER

STATE OF WASHINGTON )  
COUNTY OF ) SS

On this 4 day of AUGUST, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD SEAVER AND MICHELE SEAVER**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that ~~THEY~~ THEIR signed the same as 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)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 7-6-2011

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



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EXHIBIT "A"

A 20.00 foot easement being 10.00 feet on both sides of the following described centerline, being in a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 14, Township 34 North, Range 3 East, WM:

Commencing at the South Quarter corner of said Section 14, Thence North  $1^{\circ} 40' 10''$  East, along the North - South centerline of said Section 14 a distance of 20.00 feet; Thence North  $88^{\circ} 26' 30''$  West 8.14 feet to the **TRUE POINT OF BEGINNING** of this centerline description; Thence North  $40^{\circ} 56' 38''$  West 61.77 feet; Thence North  $33^{\circ} 34' 21''$  West 160.48 feet; Thence South  $56^{\circ} 25' 39''$  West 44.17 feet to the terminus of said centerline description and the Southwest limit of said extension noted below.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the grantors ownership.

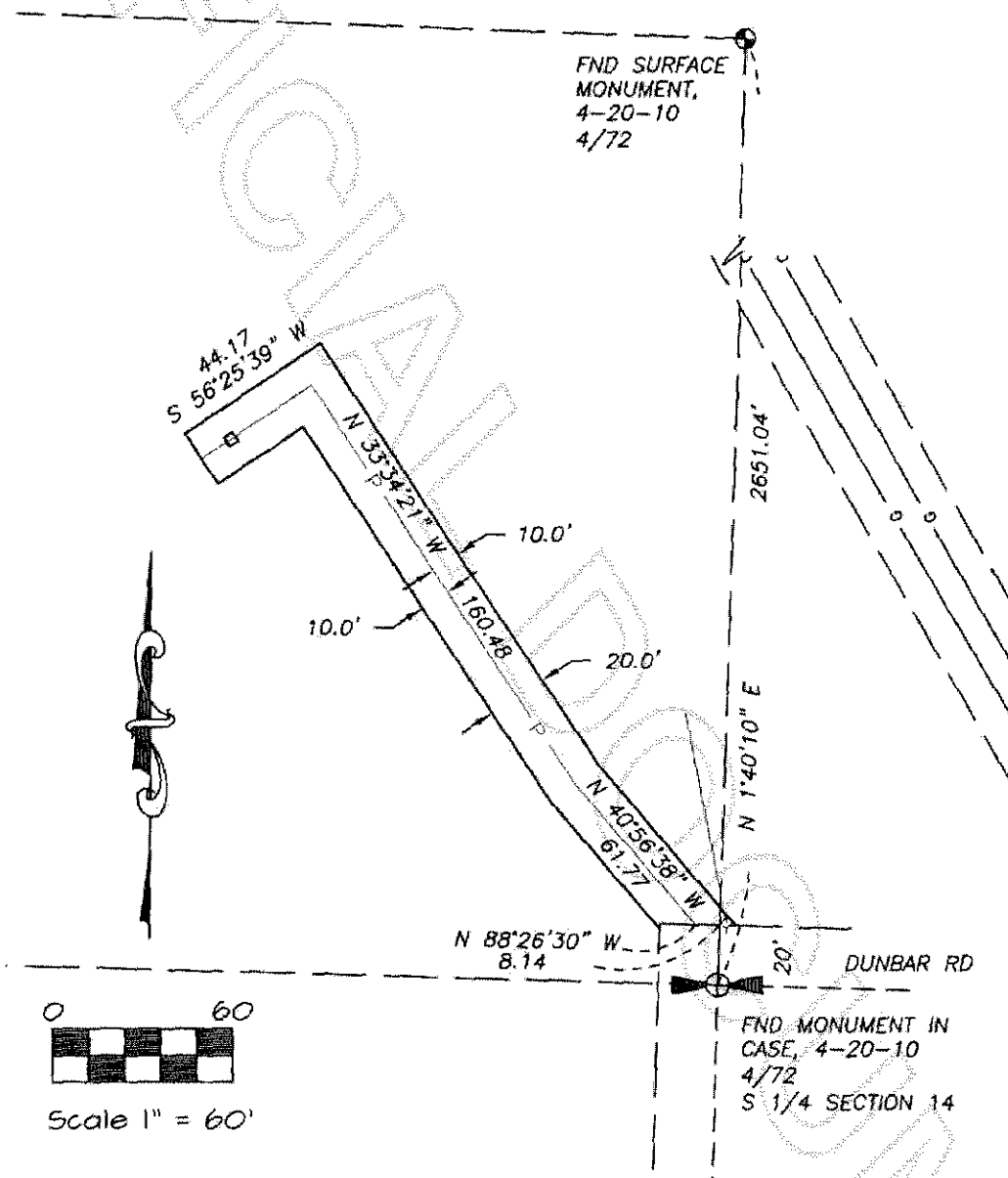
Situate in the County of Skagit, State of Washington



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EXHIBIT "A" - continued

PORTION OF THE SE 1/4 OF THE SW 1/4  
PORTION OF THE SW 1/4 OF THE SE 1/4  
SECTION 14, T. 34 N, R. 3 E, WM  
PSE EASEMENT  
CASCADE GAS EASEMENT



**Sound Development Group**

ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES

9020SURY.DWG



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