

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233



201104250079

Skagit County Auditor

4/25/2011 Page 1 of 3 1:53PM

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: THOMAS S. NEWCOMER AND JANET M. NEWCOMER

m4555

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOT 2 AND PTN LOT 3 S/P 94-001 BEING PTN SEC 28 TWN 35 N RG 9E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P106607

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **THOMAS S. NEWCOMER AND JANET M. NEWCOMER**, husband and wife ("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, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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. (This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.)

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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 10/2003
WO 105065723/ RW-078474
3509W109

No monetary consideration paid

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Casement

APR 25 2011

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

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 18th day of April, 2011.

GRANTOR/S:

BY: Thomas S. Newcomer

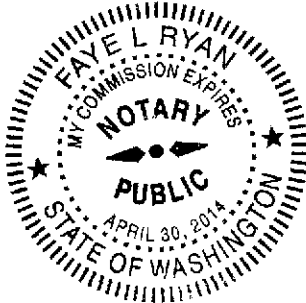
BY: Janet M. Newcomer

STATE OF WASHINGTON

COUNTY OF Skagit } SS

On this 18th day of April, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THOMAS S. NEWCOMER AND JANET M. NEWCOMER**, 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.



Faye L. Ryan
(Signature of Notary)

Faye L. Ryan
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Stanwood
My Appointment Expires: 4/30/2014

Notary seal, text and all notations must not be placed within 1" margins



EXHIBIT A

Legal Description:

Parcel A

Lot 2 of Skagit County Short plat No. 94-001 as approved August 16, 1994, and recorded August 26, 1994 in Volume 11 of Short Plats, page 106, under Auditor's File No. 9408260046, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 35 North, Range 9 East, W.M.;

TOGETHER WITH an easement for ingress, egress and utilities over, under, and through a portion of lot 1 of Skagit County Short Plat No. 94-001, as granted and described in deed recorded December 16, 1994, under Auditor's File No. 9412160038, records of Skagit County Washington.

Parcel B

That portion of Lot 3 of Short Plat No. 94-001 recorded in Volume 11 of Short plats at page 106 under AF#9408260046, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 3; thence N $89^{\circ}07'20''$ E along the South line of said Lot 3, a distance of 517.18 feet; thence N $00^{\circ}52'40''$ W, a distance of 80.00 feet; thence N $32^{\circ}41'44''$ W, a distance of 196.37 feet to an angle point in the Northwestern line of said Lot 3; thence S $64^{\circ}35'46''$ W along the Westerly line of said Lot 3, a distance of 455.45 feet; thence S $01^{\circ}34'50''$ E, a distance of 57.80 feet to the Southwest corner of said Lot 3 and the beginning of this description.

All situated in Skagit County, Washington.

