



201109120050  
Skagit County Auditor

9/12/2011 Page 1 of 2 1:35PM

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

**EASEMENT**

GRANTOR: J&B GARDNER ROAD, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Tract 35, Burlington Acreage aka Lots 1-4, SP 2-08  
ASSESSOR'S PROPERTY TAX PARCEL: P62479/3867-000-035-0708; P127571/3867-000-035-4900  
P127572/3867-000-035-5000; P127573/3867-000-035-5100

GUARDIAN NORTHWEST TITLE CO.  
119590

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **J&B GARDNER ROAD, LLC**, a Washington limited liability company ("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:

**LOTS 1 -4 OF BURLINGTON SHORT PLAT No. SS 2-08, APPROVED MAY 15, 2008, RECORDED MAY 16, 2008 UNDER AUDITOR'S FILE NUMBER 200805160149, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT "B" OF SHORT PLAT No. 61-74, APPROVED NOVEMBER 6, 1974, RECORDED NOVEMBER 19, 1974 IN VOLUME 1 OF SHORT PLATS, PAGE 49, UNDER AUDITOR'S FILE NUMBER 810202, ALSO BEING A PORTION OF TRACT 35, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN THE CITY OF BURLINGTON, 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:

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 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.

UG Electric 11/1998  
RW-078721/105066045  
SW 33-35-4

*No monetary consideration paid*

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.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR: J&B GARDNER ROAD, LLC

BY: James R Peck  
James R Peck, Member

BY: Robert C Moe  
Robert C Moe, Member

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

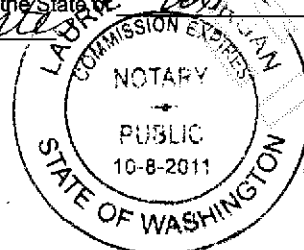
SEP 12 2011

Amount Paid \$  
Skagit Co. Treasurer  
By MF Deputy

On this 1 day of September, 2011, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared **James R Peck and Robert C Moe**, to me known to be the persons who signed as members of **J&B GARDNER ROAD, LLC, A WASHINGTON LIMITED LIABILITY COMPANY**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **J&B GARDNER ROAD, LLC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **J&B GARDNER ROAD, LLC**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Laurie A. Morgan  
(Signature of Notary)  
LAURIE A. MORGAN  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of WA  
residing at Adrianne



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



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