



201112120093

Skagit County Auditor

12/12/2011 Page 1 of 4 1:44PM

RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: LINDQUIST, MITCHELL
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SW¼ 17-33-5
ASSESSOR'S PROPERTY TAX PARCEL: P105933/330517-3-005-0105 & P18095/330517-0-002-0112

ACCOMMODATION RECORDING ONLY

mgid

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MITCHELL R. LINDQUIST** ("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 as shown on EXHIBIT "B" as hereto attached and by reference incorporated herein.

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.

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.

UG Electric 11/1998
RW-080250/105067983
SW¼ 17-33-5

No monetary consideration paid

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

last month
DEC 12 2011

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

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 50 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 2nd day of December, 2011.

GRANTOR:

BY: Mitchell R. Lindquist
MITCHELL R. LINDQUIST

STATE OF WASHINGTON,)
COUNTY OF Skagit) SS

On this 2nd day of December, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MITCHELL R. LINDQUIST**, 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.



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 be inside 1" margins



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EXHIBIT "A"

Those certain premises conveyed to School District No. 67 at Ehrlich, Skagit County, by deed dated July 7, 1914, filed July 20, 1914, as Auditor's File Number 103540 and recorded in Volume 97 of deeds at page 272, located in the Northwest Quarter of the Southwest Quarter of Section 17, Township 33 North, Range 5 East, W.M. and described in said deed as follows:

Beginning at the intersection of the West line of the Theiler County Road and the center of the creek near the A.W. Fox mill;
Thence in a Southwesterly direction along the West line of the County Road 14 rods to the true point of beginning;
Thence west by magnetic needle without variation to the right-of-way of the Northern Pacific Railroad (now State Highway) 27 rods;
Thence Northerly along said right-of-way 43 rods;
Thence Southerly to said County Road to a point marked "SE corner";
Thence Southwesterly along the county road to the point of beginning;

EXCEPT that portion described as follows:

That portion of a tract conveyed to Kenneth Lindquist and Evelyn Lindquist by deeds recorded June 2, 1975, under Auditor's File Number 818239 and August 24, 1978 under Auditor's File Number 886224, lying Northerly and Easterly of the following described line:

That portion of the Northwest Quarter of the Southwest Quarter of Section 17, Township 33 North, Range 5 East, W.M., described as follows:

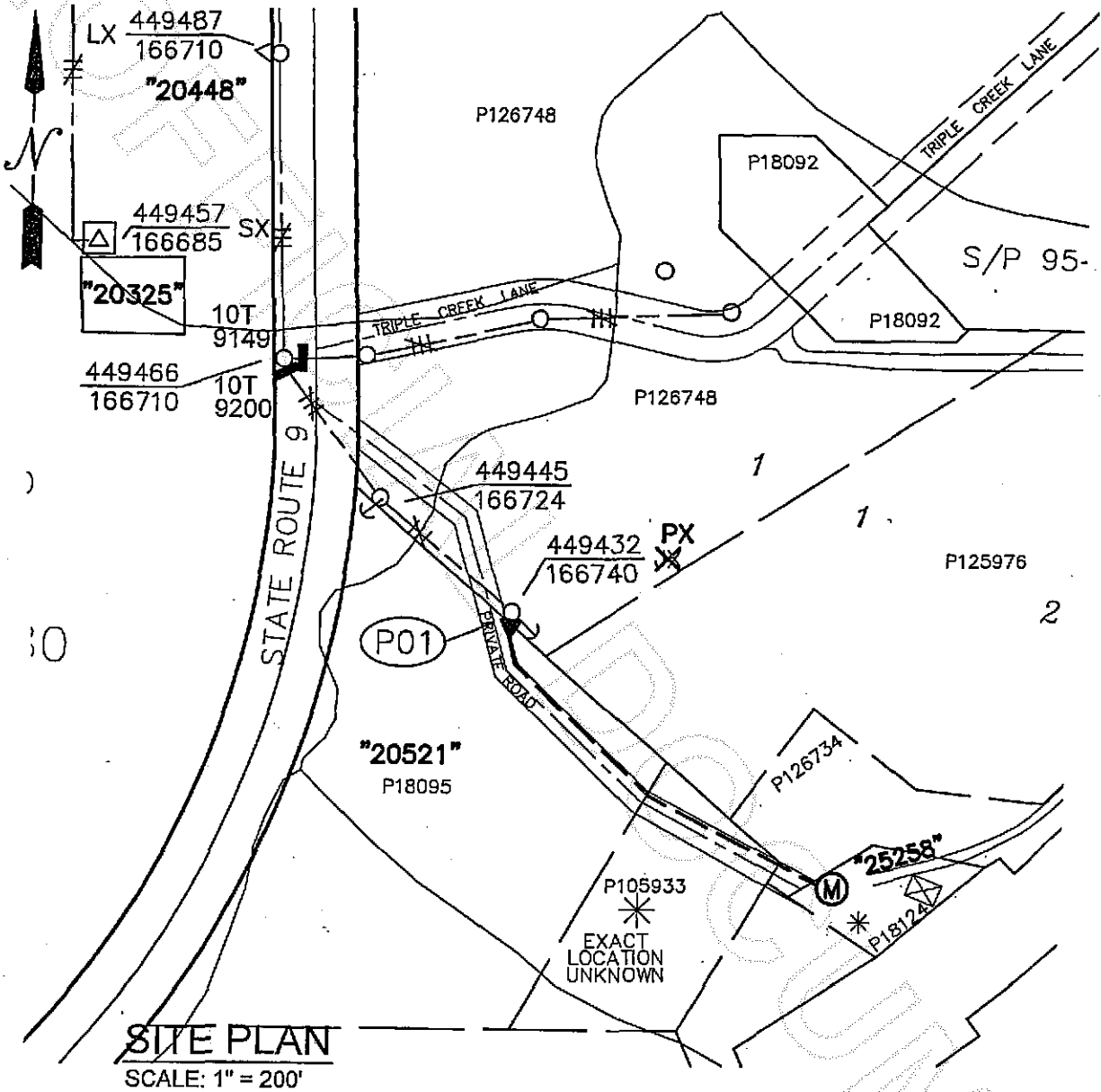
Beginning at the Northwest corner of said Northwest Quarter of the Southwest Quarter (West ¼ corner of said Section 17);
Thence North 89°23'42" East 622.16 feet along the North line of said subdivision to the Easterly right-of-way margin of State Highway 9, as same is shown on that certain Short Plat No. 36-80, recorded in Volume 4 of Short Plats, page 95, records of Skagit County, Washington;
Thence South 3°26'00" East 110.74 feet along said Easterly right-of-way margin of State Highway 9 to a point of curvature;
Thence along the arc of said curve to the right having a radius of 1,195.92 feet, through a central angle of 5°02'14", an arc distance of 105.14 feet to the true point of beginning of side line description;
Thence along the remains of an old fence, or fence line projected, as follows:
South 46°58'56" East 642.27 feet;
Thence South 30°34'44" West 238.45 feet;
Thence South 24°31'50" East 79.68 feet, more or less, to the Northerly margin of the Northern Pacific Railway Company right-of-way as relocated by decree entered on June 13, 1913, in Superior Court for Skagit County, Cause No. 6944 and the terminus of said line.

Situate in County of Skagit, State of Washington.



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EXHIBIT "B"



Situate in County of Skagit, State of Washington.



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