



201204130128

Skagit County Auditor

4/13/2012 Page

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2 12:25PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: SPRUCE STREET, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Blocks 3,4, 7, 8 AND 9 ALBERTSON'S ADDITION TO BURLINGTON
ASSESSOR'S PROPERTY TAX PARCEL: P72436/4078-009-011-0007

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9634

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SPRUCE STREET, 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, along, across and through the following described real property ("Property" herein) in Skagit County, Washington:

THE EAST HALF AND THE NORTH 25 FEET OF THE WEST HALF OF BLOCK 3; ALL OF BLOCK 4, EXCEPT THE NORTH 25 FEET OF THE WEST HALF; THE SOUTH 13 FEET OF LOT 8, BLOCK 6 AND ALL OF BLOCKS 7, 8 AND 9, INCLUSIVE, ALL LOCATED IN ALBERTSON'S ADDITION TO THE TOWN OF BURLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO TOGETHER WITH THOSE PORTIONS OF ACRE STREET AND MOUNT VERNON STREET VACATED BY CITY OF BURLINGTON ORDINANCE #874 AND THAT PORTION OF BYRON STREET VACATED BY CITY OF BURLINGTON ORDINANCE NO. 880; EXCEPT THE WEST 15 FEET OF BYRON STREET ADJACENT TO BLOCK 5 OF SAID PLAT; AND EXCEPT THE EAST 15 FEET OF THE NORTH 50 FEET OF BYRON STREET AS VACATED BY SAID ORDINANCE NO. 880.

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:

EASEMENT AREA 1: THE WEST FIVE FEET OF THAT PORTION OF ABOVE DESCRIBED PROPERTY ADJACENT TO SPRUCE STREET EXCEPT THE SOUTH FIVE FEET THEREOF (OVERHANG ONLY)

EASEMENT AREA 2: THE SOUTH FIVE FEET OF THE WEST FIVE FEET OF THAT PORTION OF THE ABOVE DESCRIBED PROPERTY ADJACENT TO SPRUCE STREET (POLE LOCATION).

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:

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;

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 **SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX**

OH Electric Easement 10/2003
101076133/RW-081053
NW 5-34-4

No monetary consideration paid

APR 13 2012

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

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. **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.** 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.

6. **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.

7. **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 9 day of APRIL, 2012.

GRANTOR: SPRUCE STREET, LLC

BY: [Signature]

Title: VICE PRESIDENT, MANAGER

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 9th day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Martin Lindal to me known to be the person who signed as a member of SPRUCE STREET, LLC, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of SPRUCE STREET, 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 SPRUCE STREET, LLC.

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



[Signature]
(Signature of Notary)
Kerina Ngauano
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My Appointment Expires: Feb. 10, 2015

Notary seal, text and all notations must be placed within margin



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