



201204300195

Skagit County Auditor

4/30/2012 Page 1 of 3 2:14PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: GENT, GERARD
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE NE 25-35-1
ASSESSOR'S PROPERTY TAX PARCEL: P32088/ 350125-0-102-0006

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m4637

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GERARD J GENT** ("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 along the South line of the above described Property.

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:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric 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. 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. 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

UG Electric 11/1998
RW-080894/105068581
NE 25-35-1

No monetary consideration paid

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 25TH day of APRIL, 2012.

GRANTOR:

BY:

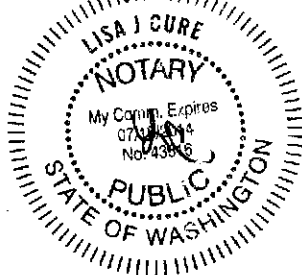
Gerard J Gent
GERARD J GENT

STATE OF WASHINGTON)

COUNTY OF Skagit) SS

On this 25 day of April, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GERARD J GENT**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as him 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.



Lisa J Cure
(Signature of Notary)
Lisa J Cure
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington
My Appointment Expires: 10-14

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

easement
APR 30 2012



201204300195
Skagit County Auditor

Amount Paid ☒
Skagit Co. Treasurer
By ham Deputy

EXHIBIT "A"

PARCEL A:

That portion of the Southeast Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of said subdivision 880 feet West of the Southeast corner thereof;

Thence North a distance of 115 feet, more or less, to the Southeast corner of that certain tract conveyed to Emil Sundman and Ana Lydia Sundman, by deed dated August 21, 1972, recorded August 23, 1972, under Auditor's File No. 772990;

Thence West along the South line of said Sundman tract a distance of 100 feet, more or less, to the East line of that certain tract conveyed to Robert Lea Lucier and Beulah Lucier, husband and wife, dated August 30, 1971, recorded September 3, 1971, under Auditor's File No. 757686;

Thence South along the East line of said Lucier tract a distance of 115 feet, more or less, to the South line of said subdivision;

Thence East along the South line of said subdivision a distance of 100 feet, more or less, to the Point of Beginning;

EXCEPT street.

Situated in Skagit County, Washington

PARCEL B:

That portion of the Southeast Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of said Southeast Quarter of the Northeast Quarter of Section 25, which is a distance of 1,004 feet west of the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section;

Thence North 0°25' West a distance of 115 feet;

Thence Easterly parallel with the South line of said Southeast Quarter of the Northeast Quarter of Section 25 a distance of 24 feet;

Thence South 0°25' East a distance of 115 feet to the South line of said Southeast Quarter of the Northeast Quarter of Section 25;

Thence Westerly along said South line to the Point of Beginning;

EXCEPT street.

ALSO EXCEPT the Westerly 16 feet.

Situate in County of Skagit, State of Washington



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