

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.  
Attn: Steve Botts  
P.O. Box 97034 EST-06W  
Bellevue, WA 98009-9734**



201205090062

Skagit County Auditor

5/9/2012 Page 1 of 5 1:02PM

**EASEMENT**

**REFERENCE #:**

**GRANTOR: FREIER**

**GRANTEE: PUGET SOUND ENERGY, INC.**

**SHORT LEGAL: PTN OF GOVT LOT 2 & SW 1/4 OF NE 1/4, SEC 08 TWN 34N RGE 2E, WM**

**ASSESSOR'S PROPERTY TAX PARCEL: P124849**

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

**SEE EXHIBIT "A" ATTACHED HERETO.**

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:

**SEE EXHIBIT "B" ATTACHED HERETO.**

**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; and.

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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20121315  
MAY 09 2012  
Amount Paid \$ 43.34  
Skagit Co. Treasurer  
By *MAN* Deputy

**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 <sup>24TH</sup> ~~4/27/12~~ day of <sup>APRIL</sup> ~~APRIL~~, 2012.  
<sub>RH7</sub>



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GRANTOR:

By Richard H. Freier

**RICHARD H. FREIER**

GRANTOR:

By Gabriella C. Freier

**GABRIELLA C. FREIER**

STATE OF WASHINGTON )

COUNTY OF Skagit ) SS

On this 24<sup>th</sup> day of April, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD H. FREIER and GABRIELLA C. FREIER, husband and wife**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.

**NOTARY PUBLIC  
STATE OF WASHINGTON  
CASEY R. HODGES  
My Appointment Expires  
APRIL 23, 2015**

Casey R. Hodges  
(Signature of Notary)

Casey R. Hodges  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at Clinton, Wash

My Appointment Expires: 4-23-15

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



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## EXHIBIT A - LEGAL DESCRIPTION

LS -1A-149 FREIER

Per Bargain and Sale Deed AFN 200609150010:

Lot 2, Short Plat No. PL04-0919, approved July 21, 2006, recorded July 21, 2006  
Under Auditor's File No. 200607210102, records of Skagit County, State of  
Washington; being a portion of Government Lot 2 and the Southwest Quarter of the  
Northeast Quarter of Section 8, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.



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**EXHIBIT B- EASEMENT DESCRIPTION**  
**LS -1A-149 FREIER**

A strip of land in Government Lot 2 and the Southwest Quarter of the Northeast Quarter of Section 8, Township 34 North, Range 2 East of the Willamette Meridian being the Westerly 27 feet of that property herein described as Exhibit A lying parallel with, adjacent to and measured at right angles from the Easterly right of way margin of Gibraltar Road.

The side lines of said strip are to be prolonged or shortened to fit within the confines of said parcel described in Exhibit A.

A sketch is attached as Exhibit C and by reference thereto is made a part hereof.

Situated in Skagit County, Washington.

