



201205290219

Skagit County Auditor

5/29/2012 Page

1 of

3 1:54PM

AFTER RECORDING MAIL TO:Name PSEAddress 1660 PARK LANECity/State BURLINGTON WA 98233ATTN: ROW DEPARTMENT

Document Title(s): (or transactions contained therein)

1. EASEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. IVERSON, JDYCE
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. PUGET SOUND ENERGY
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

PTN GOVT LOT 1 13-34-1☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

P110540 340113-2-002-0100NO MONETARY CONSIDERATION PAID

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M9647

RETURN ADDRESS:

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

EASEMENT

GRANTOR: IVERSON, JOYCE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 1 in 13-34-1
ASSESSOR'S PROPERTY TAX PARCEL: P110590/340113-2-002-0100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOYCE ARLENE IVERSON** ("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:

A PORTION OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 400 FEET; THENCE EAST 640 FEET TO THE TRUE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF THAT PARCEL DEEDED TO ARTHUR IVERSON AND JOYCE IVERSON, HUSBAND AND WIFE, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 699284; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID IVERSON PARCEL A DISTANCE OF 200 FEET TO THE SOUTHWEST CORNER OF SAID IVERSON PARCEL; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID IVERSON PARCEL, A DISTANCE OF 25.24 FEET; THENCE SOUTH A DISTANCE OF 200 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID IVERSON PARCEL A DISTANCE OF 150 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID IVERSON PARCEL A DISTANCE OF 400.00 FEET; THENCE EAST A DISTANCE OF 124.76 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE 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 parcel – generally located along the existing overhead electrical alignment.

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 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.

OH Electric Easement 10/2003
RW-081147/101075648
NW 13-34-1

No monetary consideration SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



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Skagit County Auditor

MAY 29 2012

Amount Paid \$
Skagit Co. Treasurer
By *mdm* 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.

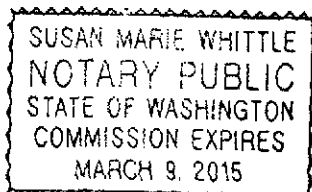
DATED this 11 day of May, 2012.

GRANTOR:

BY Joyce Arlene Iverson
JOYCE ARLENE IVERSON

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 11 day of May, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOYCE ARLENE IVERSON** to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



Susan Marie Whittle
(Signature of Notary)

Susan Marie Whittle
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Sedro-Woolley
My Appointment Expires: 3/9/15

Notary seal, text and all notations must not be placed within 1" margins



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