



201207090088

Skagit County Auditor

7/9/2012 Page 1 of 3 1:41PM

RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: LINDA V. CHEEK TESTAMENTARY TRUST
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE¼ 14-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P24719/340414-1-002-0006

ACCOMMODATION RECORDING ONLY

M9655

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MYRON M. CHEEK, as Trustee of the LINDA V. CHEEK TESTAMENTARY TRUST** ("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 – said centerline generally located along the proposed driveway.

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.

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 300 feet of Grantee's facilities without Grantee's prior written consent.

UG Electric 11/1998
RW-081725/105069740
NE¼ 14-34-4

No monetary consideration paid

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 5th day of July, 2012.

GRANTOR: **LINDA V. CHEEK TESTAMENTARY TRUST**

BY: Myron M. Cheek

MYRON M. CHEEK,

as Trustee of the **LINDA V. CHEEK TESTAMENTARY TRUST** ~~JEREMY A. KNAPP~~

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 5th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MYRON M. CHEEK**, to me known to be the person who signed as **Trustee of the LINDA V. CHEEK TESTAMENTARY TRUST** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as **Trustee of said LINDA V. CHEEK TESTAMENTARY TRUST**.

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



Patricia S. Deeringer
(Signature of Notary)

PATRICIA S. DEERINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON

My Appointment Expires: 9/21/2013

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
JUL 09 2012

Amount Paid \$ /
Skagit Co. Treasurer
By mdm Deputy



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Skagit County Auditor

EXHIBIT "A"

That portion of the West ½ of the Northeast Quarter of the Northeast Quarter of Section 14, Township 34 North, Range 4 East, W.M. lying Southerly of the following described line:

Commencing at the Northwest corner of said West ½ of the Northeast Quarter of the Northeast Quarter; thence South 1°41'23" East along the West line of said subdivision for a distance of 817.48 feet to the TRUE POINT OF BEGINNING of said line description; thence South 89°21'38" East for a distance of 223.55 feet; thence South 48°39'51" East for a distance of 138.02 feet; thence South 89°21'38" East for a distance of 84.00 feet; thence North 1°41'25" West for a distance of 449.38 feet; thence South 89°21'38" East for a distance of 269.44 feet, more or less, to the East line of said West ½ of the Northeast Quarter of the Northeast Quarter at a point bearing South 1°35'52" East, a distance of 455.41 feet from the Northeast corner of dssb and being the terminus of said line.

Situate in County of Skagit, State of Washington.



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