



201207090089
Skagit County Auditor

7/9/2012 Page 1 of 4 1:41PM

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

GRANTOR: KAHN, EUGENE & KAHN, ESTHER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 1 20-351 & portion Government Lot 1 29-35-10
ASSESSOR'S PROPERTY TAX PARCEL: P45374/351020-0-001-0200 & 351029-0-001-0003

m9655

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **EUGENE B. KAHN, an unmarried man and ESTHER J. KAHN, individually and as surviving spouse and successor of PHILLIP KAHN, deceased** ("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:

An area of land 14 feet in width as measured along the north line of State Route 20 and 9 feet deep as measured perpendicular to said north line together with a strip of land five (5) feet on each side of the centerline of grantee's facilities to be constructed between the above noted area and the existing electrical facilities - generally located as shown on Exhibit "B" as hereto attached and by reference incorporated herein.

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.

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.

No monetary consideration paid

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 20th day of June, 2012.

GRANTOR:

BY: Eugene B. Kahn
EUGENE B. KAHN

BY: Esther J. Kahn
ESTHER J. KAHN

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 20th day of June, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **EUGENE B. KAHN** to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that He signed the same as He 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.



James L. Carney
(Signature of Notary)
James L. Carney
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, WA
My Appointment Expires: 12/23/2014

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 20th day of June, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ESTHER J. KAHN**, 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.



James L. Carney
(Signature of Notary)
JAMES L. CARNEY
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, WA
My Appointment Expires: 12/23/2014

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 mlm Deputy



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Skagit County Auditor

EXHIBIT "A"

The South ½ of Government Lot 1 of Section 20, Township 35 North, Range 10 East, W.M. EXCEPT the East 300 feet thereof, and all of Government Lot of Section 29, Township 35 North, Range 10 East, W.M.

EXCEPTING from all of the above that portion lying southerly of the northerly line of State Highway 20;

ALSO EXCEPT the following described tract:

That portion of Government Lot 1, Section 20, and Government Lot 1, Section 29, all in Township 35 North, Range 10 East, W.M., described as follows:

Commencing at the southwest corner of Lot 1, Short Plat Number 96-054, recorded in Volume 12 of Short Plats at pages 138-139, records of Skagit County, Washington; thence South 87°43'17" East along the south line of said Lot 1, also being the north line of Government Lot 2 in said Section 20 as shown on said Short Plat Number 96-054, a distance of 363.02 feet to the northwest corner of Government Lot 1 in said Section 20; thence South 01°40'53" West along the west line of Government Lot 1 in said Section 20, a distance 641 feet, more or less, to the southwest corner of the north half of Government Lot 1 in said Section 20 and the **point of beginning** of this description;

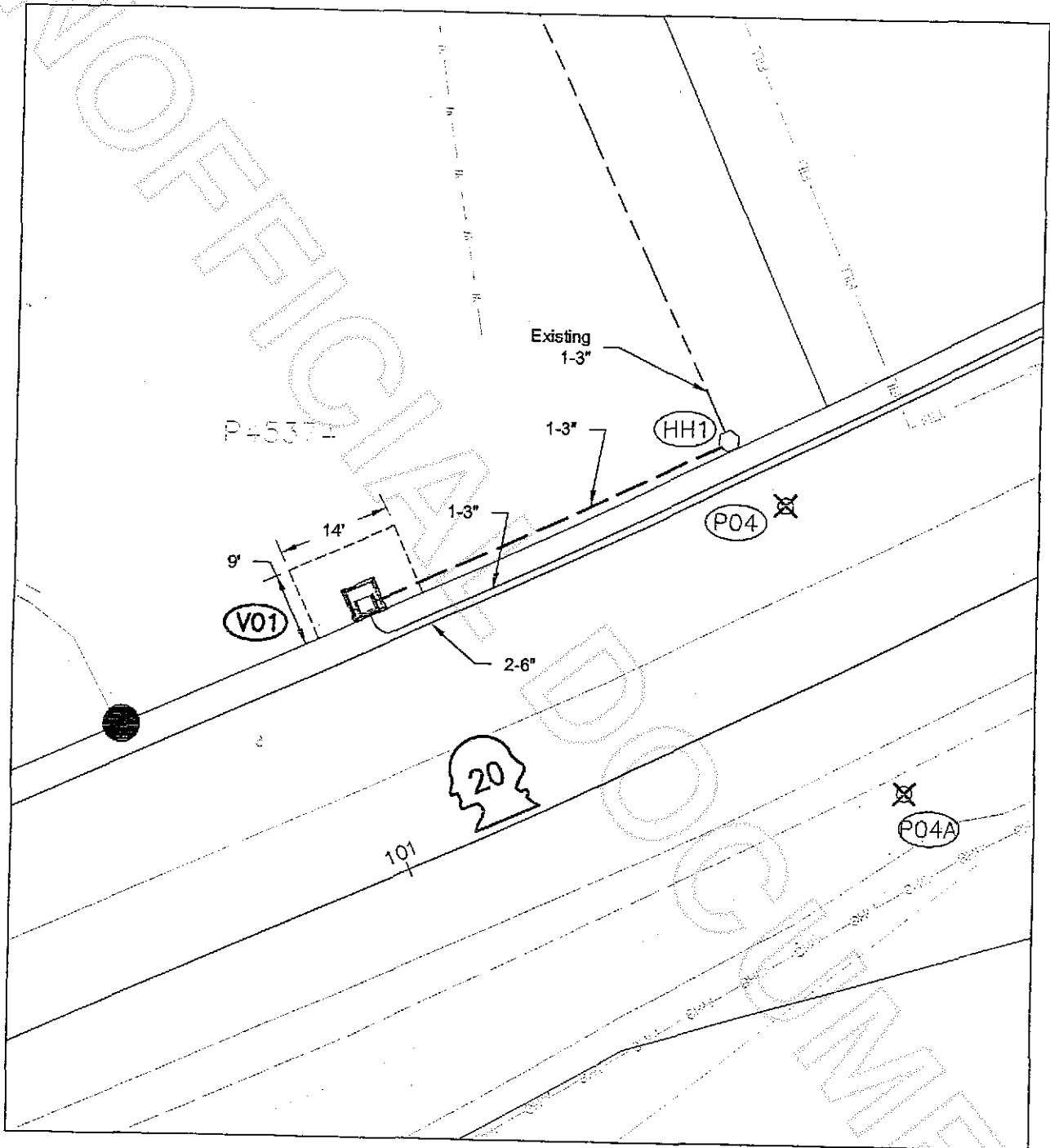
Thence South 01°40'53" West along the west line of Government Lot 1 in said Section 20, a distance of 641 feet, more or less, to the southwest corner of Government Lot 1 in said Section 20; thence in said Section 29, South 01°40'53" West, a distance of 307.93 feet to the north line of State Route 20 being a point on a non-tangent curve to the right from which the radius point bears South 29°59'50" East, a distance of 15,029.54 feet; thence northeasterly along the curve of the north line of State through a central angle of 00°04'02" and an arc distance of 17.62 feet; thence North 01°40'53" East, a distance of 297.98 feet to a point on the north line of said Section 29 that is 15.00 feet east, when measured at right angles, from the west line of Government Lot 1 in said 20; thence in said Section 20, North 01°40'53" East parallel with the west line of Government Lot 1 in said Section 20, a distance of 641 feet, more or less, to the south line of the north half of Government Lot 1 in said Section 20; thence West along said south line, a distance of 15 feet, more or less, to the point of beginning of this description.

Situate in County of Skagit, State of Washington.



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EXHIBIT "B"



EASEMENT DETAIL AT V01

SCALE: 1" = 20'

Situate in County of Skagit, State of Washington.



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