

**RETURN ADDRESS:**

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



201208060106  
Skagit County Auditor  
8/6/2012 Page 1 of 3 3:33PM

**EASEMENT**

GRANTOR: JUNGQUIST, ROGER & LESLIE  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Gov. Lots 3 & 4 4-33-3  
ASSESSOR'S PROPERTY TAX PARCEL: P120576/330304-0-004-0300; P15370/330304-0-005-0009  
P15371/330304-0-006-0008

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY  
m9662-3

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ROGER R. JUNGQUIST and LESLIE JUNGQUIST, 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, 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.**

**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-082250/105070503  
NW 4-33-3

*No monetary consideration paid*

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
AUG 06 2012

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

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 23 day of July, 2012.

GRANTOR:

BY: Roger R. Jungquist

ROGER R. JUNGQUIST

BY: Leslie Jungquist

LESLIE JUNGQUIST

STATE OF WASHINGTON )  
COUNTY OF ) SS

On this 23<sup>RD</sup> day of JULY, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROGER R. JUNGQUIST and LESLIE JUNGQUIST** to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that THEY signed the same as TRIER 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.

R. Frydenlund  
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC **R. FRYDENLUND** State of Washington, residing at **PRIMAVERA VERNON**  
My Appointment Expires:

**MY COMMISSION EXPIRES**  
**07-14-14**

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



201208060106

Skagit County Auditor

EXHIBIT "A"

Those portions of Government Lots 3 and 4, Section 4, Township 33 North, Range 3 East, W.M., lying Westerly of Best Road and being more particularly described as follows:

Beginning at the Northwest corner of said Section 4, Township 33 North, Range 3 East, W.M.;  
Thence South 89°34'46" East along the North lines of said Government Lots 3 and 4 of said Section 4, for a distance of 1,526.82 feet, more or less, to the Westerly right of way margin of Best Road (formerly known as Chilberg Road) as conveyed to Skagit County by Right of Way Deed recorded under Skagit County Auditor's File Number 675173;  
Thence South 28°42'27" East along said Westerly right of way margin for a distance of 45.89 feet;  
Thence South 28°13'00" East for a distance of 209.09 feet, more or less, to an intersection with the Westerly right of way margin of Best Road (formerly Chilberg Road) as conveyed to Skagit County by Right of Way Deed recorded under Skagit County Auditor's File Number 254652;  
Thence South 25°10'46" East along said Westerly right of way margin as described on document recorded under Auditor's File Number 254652 for a distance of 405.02 feet;  
Thence leaving said Westerly right of way margin South 70°18'16" West for a distance of 159.03 feet;  
Thence South 25°10'46" East for a distance of 64.14 feet;  
Thence North 89°37'58" West parallel with the South line of said Government Lots 3 and 4 for a distance of 1,695.27 feet, more or less, to the West line of said Government Lot 4 at a point bearing South 0°11'24" West from the point of beginning;  
Thence North 0°11'24" West along said West line 703.02 feet, more or less, to the true point of beginning.

Situate in County of Skagit, State of Washington.



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Skagit County Auditor