



201208270115

Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GRANTOR: PADOVAN, JOHN

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion Lots 7, 8 and 9, Block 23 West Add to Clear Lake

ASSESSOR'S PROPERTY TAX PARCEL: P103689; 4144-023-009-0010

GUARDIAN NORTHWEST TITLE CO.

m9667-2
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN M. PADOVAN** ("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 082524/105070710
SW 1-34-4

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 21 day of AUG, 2012.

GRANTOR:

BY: John Padovan
JOHN M. PADOVAN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

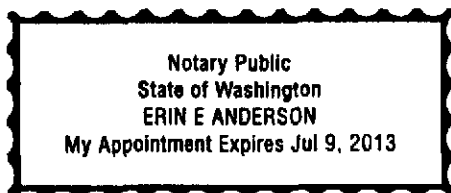
easement
AUG 27 2012

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

Amount Paid \$ -
Skagit Co. Treasurer
By mem Deputy

On this 21st day of August, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN M. PADOVAN**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



[Signature]
(Signature of Notary)

Erin E. Anderson
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes, WA
My Appointment Expires: July 9, 2013

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



Skagit County Auditor

"EXHIBIT A"
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 7, 8 AND 9, BLOCK 23, AND VACATED BANDY STREET OF THE PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON, AS RECORDED IN VOLUME 4 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 15.00 FEET OF LOT 9;
THENCE NORTH $00^{\circ}09'24''$ EAST ALONG THE EAST LINE OF LOT 9, A DISTANCE OF 152.48 FEET TO THE SOUTH LINE OF VACATED BANDY STREET;
THENCE NORTH $00^{\circ}22'53''$ WEST, A DISTANCE OF 40.01 FEET TO THE NORTH LINE OF VACATED BANDY STREET;
THENCE SOUTH $89^{\circ}37'18''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 247.13 FEET;
THENCE SOUTH $00^{\circ}20'14''$ WEST, A DISTANCE OF 189.90 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 7;
THENCE SOUTH $89^{\circ}46'43''$ EAST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF LOTS 7, 8 AND 9, A DISTANCE OF 248.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO KNOWN AS PARCEL D OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200710300026, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN COUNTY OF SKAGIT, WASHINGTON

File #082524/105070710



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