



201212050025

Skagit County Auditor

12/5/2012 Page

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6 10:53AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
PO Box 97034, EST-06W
Bellevue, WA 98009-9942

EASEMENT

REFERENCE #:

GRANTOR: **TEREK**GRANTEE: **PUGET SOUND ENERGY, INC.**SHORT LEGAL: **PTN LOT 4 AND PTN LOT 5, BLOCK 3**ASSESSOR'S PROPERTY TAX PARCEL: **3983-003-005-0004**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GEORGE TEREK AND MARGARITA TEREK, husband and wife, and ANGELA N. TEREK**, as her interest may appear ("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:

SEE EXHIBIT "A" HERETO ATTACHED AND MADE A PART HEREOF.

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 (TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR THEREIN):

SEE EXHIBIT "B" HERETO ATTACHED AND MADE A PART HEREOF.

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
W/O #15300868
Whidbey Reliability LS -1A-89 (P68482) - Page 1 of 6

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012 3872
DEC 05 2012

Amount Paid \$ 129.39
Skagit Co. Treasurer
By *[Signature]* 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 14 day of November, 2012.

GRANTOR:

BY: George Terek
GEORGE TEREK

BY: Margarita Terek
MARGARITA TEREK

BY: Angela M. Terek
ANGELA M. TEREK

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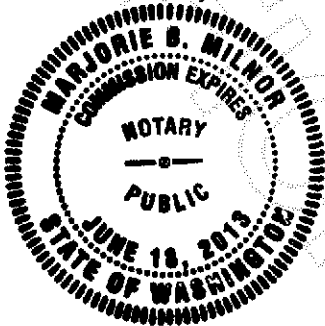
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6 10:53AM

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 14 day of November, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George and Margarita Terek, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that They signed the same as Their 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.



Marjorie B Milnor
(Signature of Notary)

MARJORIE B MILNOR
(Print or stamp name of Notary)

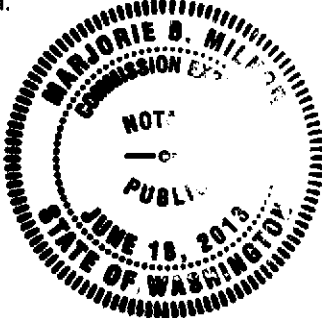
NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON
My Appointment Expires: 6/18/13

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

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 14 day of November, 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Angela Terek, 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.



Marjorie B Milnor
(Signature of Notary)

MARJORIE B MILNOR
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON
My Appointment Expires: 6/18/13

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

Terek
Gibraltar Road
Power Line Easement
3983-003-005-0004

EXHIBIT "A"

PARCEL A:

THE EAST HALF OF LOT 4 AND ALL OF LOT 5, EXCEPT THE NORTHEASTERLY 8 FEET THEREOF, BLOCK 3, RENSICK-WHIPPLE SALMON BEACH TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT ALL THAT PORTION THEREOF, IF ANY, LYING SOUTHEASTERLY OF THE MEANDER LINE.

PARCEL B:

THAT PORTION OF THE WEST HALF OF LOT 4, BLOCK 3, RENSICK-WHIPPLE SALMON BEACH TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3,
THENCE NORTH 62°20'00" EAST ALONG THE NORTH LINE OF SAID BLOCK 3, FOR 75.68 FEET
TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 4;
THENCE SOUTH 30°20'00" EAST ALONG THE EAST LINE OF THE WEST HALF OF LOT 4, FOR
122.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 30°20'00" EAST 16.90 FEET;
THENCE SOUTH 58°36'14" WEST 2.95 FEET;
THENCE NORTH 31°55'12" WEST 16.99 FEET;
THENCE NORTH 60°07'46" EAST 3.42 FEET TO THE TRUE POINT OF BEGINNING.

END OF EXHIBIT "A"



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Terek
Gibraltar Road
Power Line Easement
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EXHIBIT "B"

A strip of land in Section 20, Township 34 North, Range 2 East of the Willamette Meridian, Skagit County, Washington, being the Northerly 27 feet of all or a portion of that property herein described as Exhibit "A" lying parallel with, adjacent to and measured at right angles from the Southerly right of way margin of Gibraltar Road.

The side lines of said strip are to be prolonged or shortened to fit within the confines of said parcel described in Exhibit "A".

A sketch is attached as Exhibit "C" and by reference thereto is made a part hereof.

Situate in Skagit County, Washington.

END OF EXHIBIT "B"



EXHIBIT "C"

EXHIBIT C - EASEMENT SKETCH

PARCEL ID: -1A-89 TEREK

LEGEND

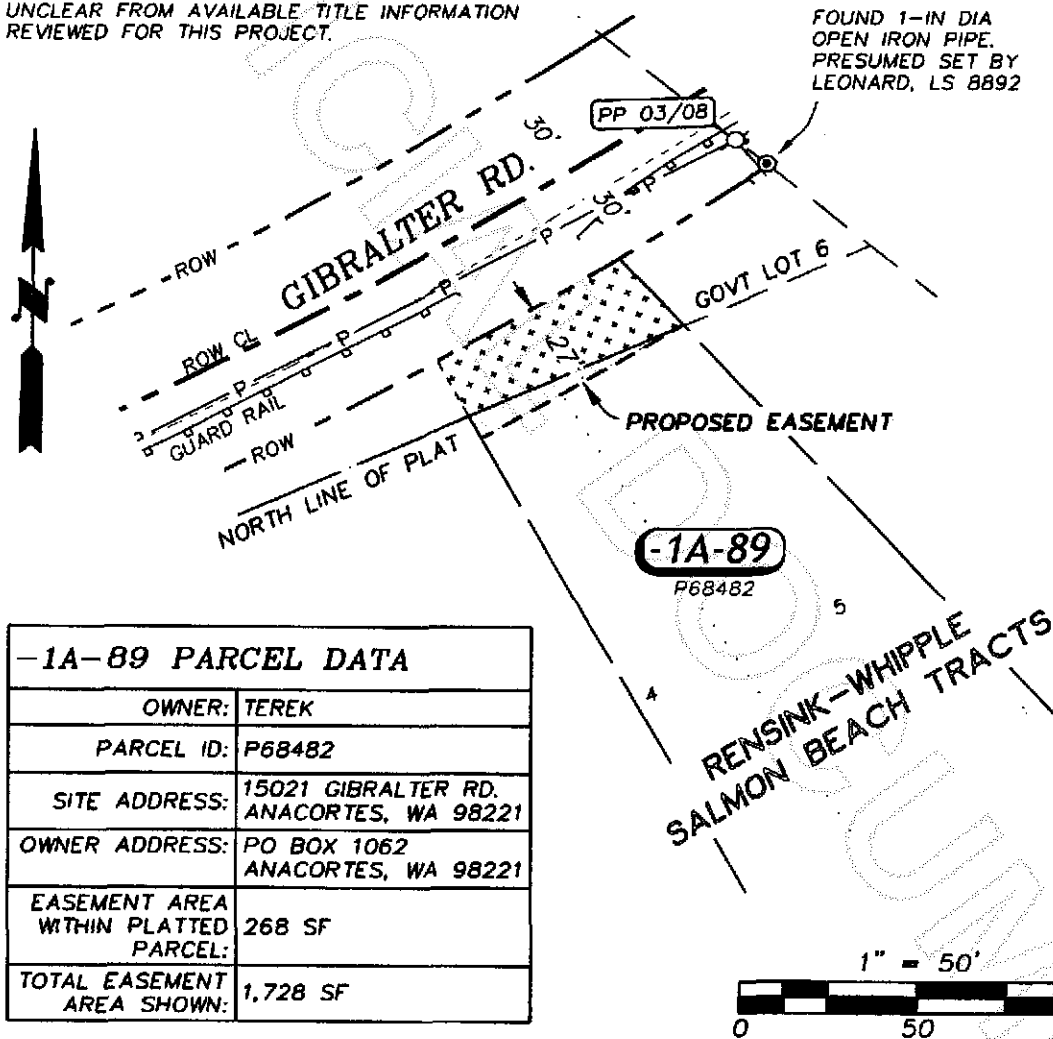


AREA OF UNCLEAR OWNERSHIP



EASEMENT AREA WITHIN PLATTED LOT

NOTE: OWNERSHIP LYING SOUTHERLY OF THE SOUTH RIGHT OF WAY MARGIN OF GIBRALTER ROAD AND NORTHERLY OF THE NORTH LINE OF THE PLAT IS UNCLEAR FROM AVAILABLE TITLE INFORMATION REVIEWED FOR THIS PROJECT.



-1A-89 PARCEL DATA

OWNER:	TEREK
PARCEL ID:	P68482
SITE ADDRESS:	15021 GIBRALTER RD. ANACORTES, WA 98221
OWNER ADDRESS:	PO BOX 1062 ANACORTES, WA 98221
EASEMENT AREA WITHIN PLATTED PARCEL:	268 SF
TOTAL EASEMENT AREA SHOWN:	1,728 SF



HARMESEN & ASSOCIATES INC.
DBA: FAKKEMA & KINGMA
840 SE 8TH AVE, SUITE 102 OAK HARBOR, WA 98277
(360) 675-5973-(888) 794-7811-WWW. HARMESENINC.COM

PREPARED FOR:
PUGET SOUND ENERGY
JOB NO. 11-115 DATE: JULY 2012



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Skagit County Auditor