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Skagit County Auditor

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Skagit County Auditor

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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: FOREST COURT LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Government Lot 5, Section 14, Township 35 North, Range 10 East W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P45323/351014-0-009-0507

MA706

RE RETURN TO ADD NOTARY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **FOREST COURT LLC**, a Washington limited liability company, ("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:

LOT 3, SHORT PLAT No. 31-82, ENTITLED BOSSE SHORT PLAT, APPROVED DECEMBER 10, 1982, RECORDED DECEMBER 13, 1982 IN VOLUME 6 OF SHORT PLATS, PAGE 39, UNDER AUDITOR'S FILE NUMBER 8212130001, AND BEING A PORTION OF GOVERNMENT LOT 5, SECTION 14, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M. TOGETHER WITH ANY INTEREST IN THAT PORTION OF SAID GOVERNMENT LOT 5 LYING BETWEEN THE EAST LINE OF SAID LOT 3, BOSSE SHORT PLAT AND THE WEST LINE OF THE AS-BUILT AND EXISTING ROADWAY KNOWN AS STATE HIGHWAY 17A /HIGHWAY 20.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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:

THE EASTERLY 5 FEET OF SAID LOT 3, BOSSE SHORT PLAT AND THAT PORTION OF SAID GOVERNMENT LOT 5 LYING BETWEEN THE EAST LINE OF SAID LOT 3, BOSSE SHORT PLAT AND THE WEST LINE OF THE AS-BUILT AND EXISTING ROADWAY KNOWN AS STATE HIGHWAY 17A /HIGHWAY 20.

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 *internal Puget Sound Energy* 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.

UG Electric 11/1998
RW-071670/101072843
SE 14-35-10

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2013 381

FEB 04 2013

Amount Paid \$ 0
Skagit Co. Treasurer
By *[Signature]* Deputy

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2013 355

JAN 31 2013

Amount Paid \$ 151.06
Skagit Co. Treasurer
By *[Signature]* Deputy

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.

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 29 day of October, 2012.

GRANTOR:
FOREST COURT LLC

BY: Donald Clark
DONALD CLARK
Managing Member

BY: Sharon E. Clark
SHARON CLARK
Managing Member

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this 29th day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DONALD CLARK and SHARON CLARK**, to me known to be the person(s) who signed as members or designated agents of **FOREST COURT LLC**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **FOREST COURT LLC** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **FOREST COURT LLC**.

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



Patricia R. Snee Ridger
(Signature of Notary)
PATRICIA R. SNEE RIDGER
(Print or stamp name of Notary)

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

My Appointment Expires: 9/21/2013

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

