



Skagit County Auditor \$74.00
4/26/2013 Page 1 of 3 3:45PM



Skagit County Auditor
4/18/2013 Page 1 of 2 1:33PM

3

RETURN ADDRESS:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Re-Record to include *Easement*
exhibit "A" APR 18 2013

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

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

EASEMENT

M9720

GRANTOR: RICHARD S. NORGAARD & BARBARA A. NORGAARD, Trustees of the RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE 1/4 29-33-4
ASSESSOR'S PROPERTY TAX PARCEL: P17437 & P17484

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, RICHARD S. NORGAARD and BARBARA A. NORGAARD, Trustees of the RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008, 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. Said centerline generally described as commencing at an existing pole lying within that certain easement recorded under Auditor's File Number 200207020046 and extending 9 (nine) feet easterly to the terminus of said centerline.

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. *Removal of Apple trees is limited to the 01 tree in the immediate proximity of the proposed utility pole.*

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.

UG Electric 11/1998
RW-084118/186041004
SE 229-33-4

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 3rd day of April, 2013.

GRANTOR:
RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008

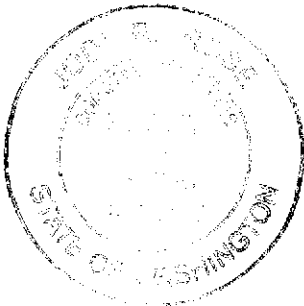
BY: Richard Norgaard
RICHARD S. NORGAARD, Trustee

BY: Barbara A. Norgaard
BARBARA A. NORGAARD, Trustee

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 3rd day of April, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD S. NORGAARD, to me known to be the person who signed as Trustee of the RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008 and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Trustee of said RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008.

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



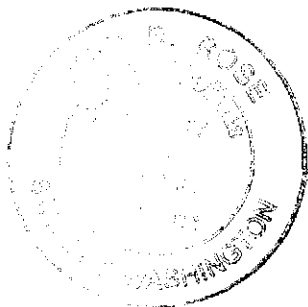
Jodi Rose
(Signature of Notary)
Jodi Rose
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon, WA
My Appointment Expires: 1-15-2015

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 3rd day of April, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BARBARA A. NORGAARD, to me known to be the person who signed as Trustee of the RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008 and who executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument as Trustee of said RICHARD S. AND BARBARA A. NORGAARD REVOCABLE LIVING TRUST dated October 23, 2008.

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



Jodi Rose
(Signature of Notary)
Jodi Rose
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon, WA
My Appointment Expires: 1-15-2015

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



EXHIBIT A

PARCELS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIPS 33 NORTH, RANGE 4 EAST, W.M., TO WIT -

PARCEL A:

THE NORTH 360 FEET OF THE SOUTH 480 FEET OF THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE EXISTING COUNTY ROAD RUNNING NORTHERLY AND SOUTHERLY ACROSS SAID PREMISES ALONG OR NEAR THE NORTH-SOUTH CENTERLINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, AND LYING NORTHEASTERLY OF AND ADJACENT TO THE STRIP OF LAND CONDEMNED ON DECEMBER 16, 1968 BY THE STATE OF WASHINGTON FOR SR 5 IN SKAGIT COUNTY SUPERIOR COURT CASE NO. 30443.

EXCEPT THE NORTH 180 FEET OF THE SOUTH 300 FEET OF THE EAST 275 FEET THEREOF.

PARCEL B:

THE NORTH 180 FEET OF THE SOUTH 300 FEET OF EAST 275 FEET OF THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE EXISTING COUNTY ROAD RUNNING NORTHERLY AND SOUTHERLY ACROSS SAID PREMISES ALONG OR NEAR THE NORTH-SOUTH CENTERLINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER.

PARCEL C:

A STRIP OF LAND 20 FEET IN WIDTH IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., (AS EXCEPTED IN A CONTRACT TO RICHARD W. TJERSLAND, ET UX, ET AL, DATED MAY 15, 1967, RECORDED JUNE 1, 1967, UNDER AUDITOR'S FILE NO. 699900), BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 10 FEET SOUTH OF THE EXISTING WELL LOCATED ON THE SOUTH 120 FEET OF THAT PORTION OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE STATE HIGHWAY AND WESTERLY OF THE EXISTING COUNTY ROAD, AND RUNNING NORTH TO THE NORTH LINE OF SAID SOUTH 120 FEET.

ALL SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.



201304260140