

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



Skagit County Auditor \$73.00
9/9/2013 Page 1 of 2 1:48PM

RETURN ADDRESS:

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

Easement
SEP 09 2013

Amount Paid \$ -
Skagit Co. Treasurer
By *mm* Deputy

EASEMENT

GRANTOR: ACKER, JOHN & JUDI
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 26 RANCHO SAN JUAN DEL MAR NO. 1
ASSESSOR'S PROPERTY TAX PARCEL: P68211/3972-000-026-0008

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

M4761

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN F. ACKER and JUDI Z. ACKER, 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:

Lot 26, "RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF VACATED ROAD LYING ON THE NORTHEASTERLY SIDE OF TRACT 26, WHICH LIES BETWEEN THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF SAID TRACT 26 EXTENDED IN A NORTHERLY DIRECTION; SAID VACATION BEING RECORDED IN VOLUME 25, PAGE 456 OF THE SKAGIT COUNTY COMMISSIONERS' RECORDS; EXCEPT THAT PORTION, IF ANY, CONVEYED TO JOE E. HUNTER, ET UX, BY DEED RECORDED MAY 17, 1962, UNDER AUDITOR'S FILE NUMBER 621669, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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:

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 - generally located in the southerly portion of the above described Property EXCEPT where existing subsurface structures preclude. In such case, the footings, foundations and/or subsurface structures will become the boundary of the easement.

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:

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

UG Electric 11/1998
SE 34-35-1
RW-084901/10101079065

No monetary consideration paid

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 3rd day of September, 2013.

GRANTOR:

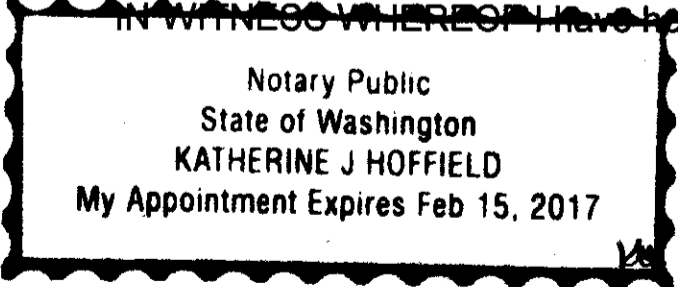
BY: [Signature]
JOHN F. ACKER

BY: [Signature]
JUDI Z. ACKER

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 3 day of September, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN F. ACKER and JUDI Z. ACKER** to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Signature]
(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at 910 O Ave
My Appointment Expires: February 15, 2017

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

