



201310100032

Skagit County Auditor \$77.00  
10/10/2013 Page 1 of 6 10:41AM

**RETURN ADDRESS:**  
**Puget Sound Energy, Inc.**  
**Attn: Steve Botts**  
**P.O. Box 97034 EST-06W**  
**Bellevue, WA 98009-9734**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*

OCT 10 2013

**EASEMENT**

Amount Paid \$123.94  
Skagit Co. Treasurer  
By *MAN* Deputy

REFERENCE #:  
GRANTOR: **TEREK**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN OF BLKS 182 AND 221, TGW PTN OF VAC HIGHLAND AVE AND PTN OF VAC FIRST STREET, "MAP OF FIDALGO CITY, SKAGIT CO., WA"**  
ASSESSOR'S PROPERTY TAX PARCEL: **P73266**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GEORGE TEREK AND ANGELA N. TEREK, each as to one-half interest and as their separate property**, ("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" ATTACHED HERETO.**

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:

**SEE EXHIBIT "B" ATTACHED HERETO.**

**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; and.

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. 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 26 day of Sept, 2013.

GRANTOR:

By George Terek  
GEORGE TEREK

GRANTOR:

By Angela N. Terek  
ANGELA N. TEREK

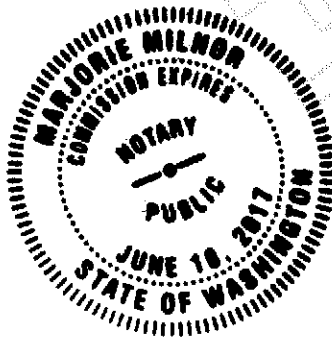
Whidbey Reliability  
W.O. #15300868  
-1A-71 Terek - Page 2 of 6



STATE OF WA )  
 ) SS  
COUNTY OF SKagit )

On this 26 day of September, 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared **GEORGE TEREK**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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 WA,  
residing at MOUNT VERNON WA

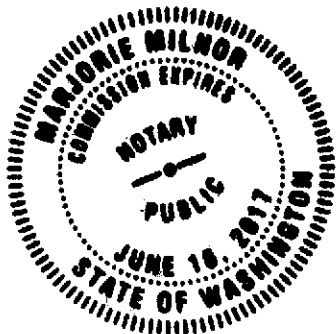
My Appointment Expires: 6/18/17

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

STATE OF WA )  
 ) SS  
COUNTY OF SKagit )

On this 26 day of September, 2013, before me, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared **ANGELA N. TEREK**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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 WA,  
residing at MOUNT VERNON WA

My Appointment Expires: 6/18/17

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

Whidbey Reliability  
W.O. #15300868  
-1A-71 Terek - Page 3 of 6



Skagit County Auditor  
10/10/2013 Page

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\$77.00  
6 10:41AM

**EXHIBIT A - LEGAL DESCRIPTION**  
LS -1A-71 TEREK

Per Statutory Warranty Deed AFN 200110120109:

That portion of Block 221, "MAP OF FIDALGO CITY, SKAGIT CO., WASH" as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, and of the vacated alley within said Block, lying Northerly of the following described line:

Beginning at a point on the East line of said Block 187.03 feet North of the Southeast corner thereof; thence South 68 degrees 19 minutes West a distance of 74.95 feet; thence South 80 degrees 55 minutes West a distance of 91.14 feet; thence West a distance of 70 feet to a point on the West line of said Block 221 which is 144.81 feet North of the Southwest corner thereof, being the terminal point of said line.

ALSO, that portion of Block 182, "MAP OF FIDALGO CITY, SKAGIT CO., WASH" as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, lying South of the Road conveyed to Skagit County by Deed recorded under Auditor's File Nos. 432111 and 437005, records of said County;

TOGETHER WITH the East ½ of Howard Avenue abutting the above described portion of said Blocks 221 and 182, said portion of Howard Avenue being Vacated by Skagit County Superior Court Cause No. 90-2-00299-6;

ALSO TOGETHER WITH that portion of Vacated Highland Avenue in the "MAP OF FIDALGO CITY, SKAGIT CO., WASH" as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington which is South of the South boundary of the County Road and North of a line described as follows:

Beginning at a point on the East line of Block 221 of said Plat, South 1 degree 4 minutes East, a distance of 152.97 feet from the Northeast corner of said Block 221; thence North 49 degrees 43 minutes East a distance of 47.77 feet to the East line of said Highland Avenue, and the terminus of said line;

ALSO TOGETHER WITH that portion of vacated First Street in the Plat of "MAP OF FIDALGO CITY, SKAGIT CO., WASH" as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington which lies East of the East line of Howard Avenue in said Plat and West of the West line of Highland Avenue.

Situated in Skagit County, Washington.



**EXHIBIT B- EASEMENT DESCRIPTION**  
**LS -1A-71 TEREK**

A strip of land in Section 19, Township 34 North, Range 2 East of the Willamette Meridian being the Northerly 27 feet 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.

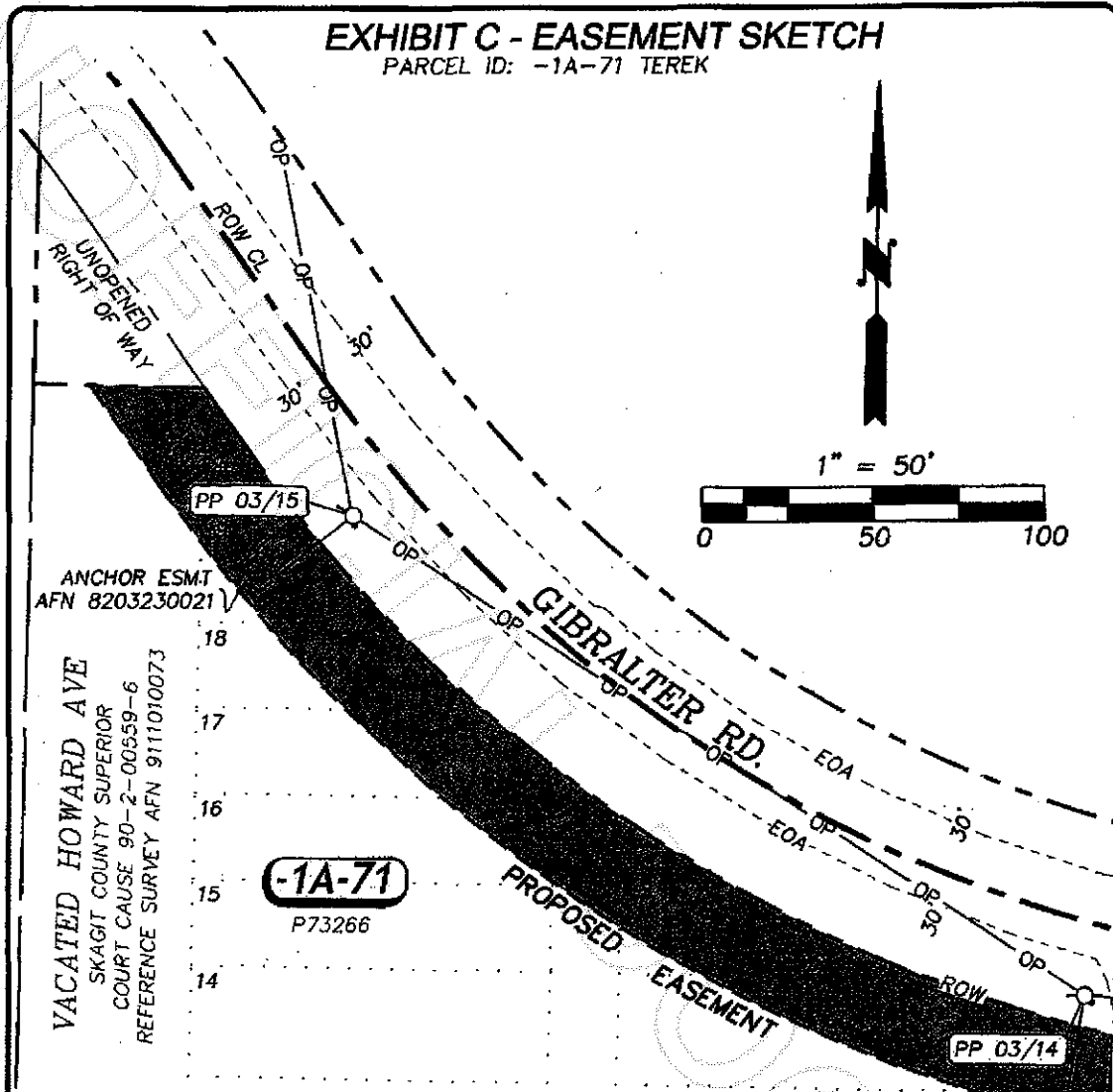
Situated in Skagit County, Washington.



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# EXHIBIT C - EASEMENT SKETCH

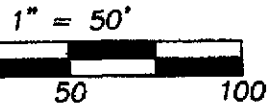
PARCEL ID: -1A-71 TEREK



ANCHOR ESMT  
AFN 8203230021

VACATED HOWARD AVE  
SKAGIT COUNTY SUPERIOR  
COURT CAUSE 90-2-00559-6  
REFERENCE SURVEY AFN 9111010073

**-1A-71**  
P73266



-1A-71 PARCEL DATA	
OWNER:	GEORGE & ANGELA TEREK
PARCEL ID:	P73266
SITE ADDRESS:	GIBRALTER RD
OWNER ADDRESS:	PO BOX 1064 ANACORTES, WA 98221
EASEMENT AREA:	9,625 SF

GUY ANCHOR ESMT  
AFN 8203230021



**HARMSEN & ASSOCIATES INC.**  
DBA: FAKKEMA & KINGMA  
840 SE 8TH AVE, SUITE 102 OAK HARBOR, WA 98277  
(360) 875-5973-(888) 794-7811-WWW.HARMSENINC.COM

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

