



RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Skagit County Auditor \$76.00
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Easement
OCT 28 2013

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: ROBBINS, H. EUGENE & JUDY; ROBBINS, GERALD & DORIS; ROBBINS, JOHN & LINDA
ROBBINS, JAMES & BETTE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion of Government Lot 4, in SW¼ 33-36-3
ASSESSOR'S PROPERTY TAX PARCEL: P72962/4099-004-900-0107

ACCOMMODATION RECORDING ONLY

M4774

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **H. EUGENE ROBBINS and JUDY ROBBINS, husband and wife, GERALD L. ROBBINS and DORIS ROBBINS, husband and wife, JOHN A. ROBBINS and LINDA ROBBINS, husband and wife and JAMES ROBBINS and BETTE L. ROBBINS, 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:

**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- generally located along the existing facilities in the westerly portion of the above described Property.

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.

UG Electric 11/1998
SW 33-36-3
RW-086344/19911255

No monetary consideration paid

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 16th day of October, 2013.

GRANTOR:

BY: H. Eugene Robbins
H. EUGENE ROBBINS

BY: Judy Robbins
JUDY ROBBINS

BY: Gerald L. Robbins
GERALD L. ROBBINS

BY: Doris Robbins
DORIS ROBBINS

BY: John A. Robbins
JOHN A. ROBBINS

BY: Linda Robbins
LINDA ROBBINS

BY: James Robbins
JAMES ROBBINS

BY: Bette L. Robbins
BETTE L. ROBBINS



201310280102

Skagit County Auditor

\$76.00

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STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 16th day of October, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **H. EUGENE ROBBINS and JUDY ROBBINS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as thies 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.

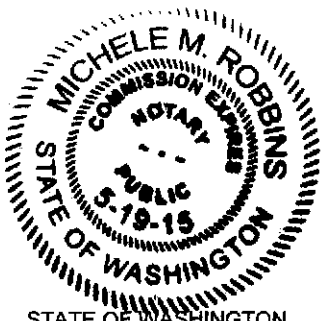


Michele M. Robbins
(Signature of Notary)

Michele M. Robbins
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Edison, Washington
My Appointment Expires: 5/19/2015

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 16th day of October, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GERALD L. ROBBINS and DORIS ROBBINS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as thies 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.



Michele M. Robbins
(Signature of Notary)

Michele M. Robbins
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Edison, Washington
My Appointment Expires: 5/19/2015

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 16th day of October, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN A. ROBBINS and LINDA ROBBINS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that thies signed the same as thies 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.



Michele M. Robbins
(Signature of Notary)

Michele M. Robbins
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
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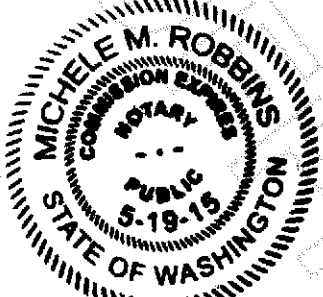


201310280102

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 16th day of October, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES ROBBINS and BETTE L. ROBBINS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as thier 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.



Michele M. Robbins
(Signature of Notary)

Michele M. Robbins
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Edison, Washington
My Appointment Expires: 5/19/2015

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, 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.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, 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.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Appointment Expires: _____

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



201310280102

EXHIBIT "A"

That portion of Government Lot 4 of Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point 981 feet North of the Southwest corner of said Section 33;
thence South $87^{\circ}11'$ East 114.6 feet, more or less, to the West line of Cains Court as shown in Edison, (Haller's Additions);
thence South along the West line of Cains Court to the North line of Gilmore Avenue;
thence Westerly along Gilmore Avenue as shown on said Plat of Edison to the West line of said Section 33, at a point 906.2 feet North of the Southwest corner of the Section;
thence North to the point of beginning.

EXCEPT that portion of the above described premises condemned for diking purposes by Decree entered November 14, 1919 in Skagit County Superior Court Cause No. 9244.

Situate in the County of Skagit, State of Washington.



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