



200912210097

Skagit County Auditor

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RETURN ADDRESS:

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

②

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: DAVID A. MANKOFF AND JEAN H. CHO
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PARC 2 SURV AF# 200101230028
ASSESSOR'S PROPERTY TAX PARCEL: 41090130160007/P73512

ACCOMMODATION RECORDING ONLY

m4344

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DAVID A. MANKOFF AND JEAN H. CHO**, 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, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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 or to be constructed, extending from Gibraltar Road to the common use private utility pole located approximately 10.6 feet North 44 degrees West from the Northeast corner of that parcel known as Parcel 2 of Skagit County Short Plat recorded under Skagit County Auditor's File No. 200101230028.

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:

a. 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.

b. 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

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No monetary consideration paid

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 5 day of December, 2009.

GRANTOR/S: SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: [Signature] BY: [Signature]
DEC 21 2009

STATE OF WASHINGTON)
COUNTY OF) SS Amount Paid \$
By MF Skagit Co. Treasurer
Deputy

On this 5th day of Dec, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID A. MANKOFF AND JEAN H. CHO**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as 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.



[Signature]
(Signature of Notary)

Kevin M. King
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Wells Fargo Bank N.A.
My Appointment Expires: Apr 15 2012

Notary seal, text and all notations shall be printed within 1" margins

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EXHIBIT A

Legal Description:

Parcel A

BEGINNING at the Northwest corner of that certain parcel described on Statutory Warranty Deed to David A. Mankoff and Jean H. Cho, husband and wife, recorded under Skagit County Auditor's File No. 200201100102, also being shown as Parcel 2 on that certain Record of Survey map recorded under Skagit County Auditor's File Number 200101230028;

thence North 64°28'08" East along the North line of said Mankoff-Cho parcel, also being the centerline of vacated Miller Street, 240.20 feet, to the Northeast corner of said Mankoff-Cho parcel;

thence North 25°31'52" West on a northerly projection of the easterly line of said Mankoff-Cho parcel, 87.60 feet, more or less, to said southerly right-of-way margin of Gibraltar Road;

thence South 52°08'14" West along said southerly margin 251.56 feet, more or less, to a point bearing North 34°50'46" West from the POINT OF BEGINNING, also being the Northeast corner of Lot 3, Skagit County Short Plat No. 13-86 (revised) approved March 11, 1987 and recorded April 9, 1987 in Volume 7 of Short Plats, pages 171 and 172 under Skagit County Auditor's File No. 8704090001;

thence South 34°50'46" East along the East line of said Lot 3, 34.33 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO a ten (10) foot wide utility easement for the benefit of the grantor over, under and across a portion of the above-described tract, said ten (10) foot wide easement being five (5) feet left and five (5) feet right of the following described centerline:

Commencing at the Northeast corner of the above-described parcel; thence South 52°08'14" West along the southerly right-of-way margin of Gibraltar Road 60.87 feet, to the TRUE POINT OF BEGINNING of said centerline description;

thence South 78°55'52" East, 74.08 feet, more or less, to the easterly line of the above-described parcel and being the terminus of said centerline, (sidelines of said ten (10) foot wide easement to be lengthened or shortened as necessary to conform to parcel boundary lines).

Parcel B

A 20.00 foot wide easement for ingress, egress and utilities located 10.00 feet left and 10.00 feet right of the following described centerline:

COMMENCING at the Northeast corner of Lot 3, Skagit County Short Plat No. 13-86 (revised) approved March 11, 1987 and recorded April 9, 1987 in Volume 7 of Short Plats, pages 171 and 172 under Skagit County Auditor's File No. 8704090001, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 2 East of the Willamette Meridian and a portion of Government Lot 1, Section 20, Township 34 North, Range 2 East of the Willamette Meridian, said point being on the Southerly margin of Gibraltar Road;

thence North 52°08'14" East along said South margin of Gibraltar Road 60.00 feet to the TRUE POINT OF BEGINNING of said centerline;

thence North 75°47'54" East 84.95 feet to a point 10.00 feet South of the North margin of vacated Miller Street, as shown on the "Plat of Townsite of Gibraltar", according to the plat thereof, recorded in Volume 1 of Plats, page 19, records of Skagit County, Washington;

thence North 64°28'08" East parallel with said North margin of vacated Miller Street 243.84 feet, more or less, to a point 10.00 feet Southwesterly (as measured perpendicular) of the center line of vacated Island Street;

thence South 11°53'51" West 95.31 feet; thence South 43°21'35" West 39.74 feet;

thence South 64°28'08" West, 45.00 feet, more or less, to the West line of Lot 4, Block 12, said "Plat of the Townsite of Gibraltar", at a point bearing South 25°31'52" East 20 feet from the Northwest corner said Lot 4, Block 12, said point also being the terminus of said center line;

Sidelines of said 20.00 foot wide easement to be lengthened or shortened as necessary to conform to lot lines;

LESS that portion of said easement relinquished under Quit Claim Deed recorded under Auditor's File No. 200210230150, records of Skagit County, Washington.

All situate in the County of Skagit, State of Washington.

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