

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

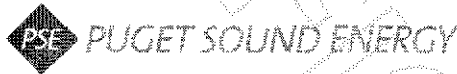
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

esement
DEC 09 2013



Skagit County Auditor \$75.00
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Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy



EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

GRANTOR (Owner): **TURNER, JAMES & JAEGER, JUNE**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion 19-36-4 & portion 24-36-3 aka Lot 1, Survey 200008040117**

M4781

ASSESSOR'S PROPERTY TAX PARCEL: **P48141/360324-1-001-0004; P115707/360419-0-001-0100**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JAMES E. TURNER and JUNE A. JAEGER, husband and wife** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "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 PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows:

The centerline of PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described property.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

No monetary consideration paid

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

4. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to instal its systems on the Easement Area.

7. Successors and Assigns. PSE 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 be binding upon their respective successors and assigns.

DATED this 25TH day of NOVEMBER, 2013.

OWNER:

BY: James E Turner
JAMES E. TURNER

BY: June A. Jaeger
JUNE A. JAEGER

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 25 day of November, 2013 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES E. TURNER** and **JUNE A. JAEGER**, 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.



Pamela J. McAllister
(Signature of Notary)

Pamela J. McAllister
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham, WA
My Appointment Expires: 07-13-2015

Notary seal, text and all notations must not be placed within 1" margins



EXHIBIT "A"

PARCEL "A":

Lot 1 of that certain Survey recorded August 4, 2000, under Auditor's File No. 200008040117 and being a portion of the Northeast ¼ of the Northeast ¼ of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of the Northeast ¼ of the Northeast ¼ of said Section 24;
thence North 88°29'52" West along the South line thereof, a distance of 1,248.14 feet;
thence North 24°28'14" East, a distance of 887.24 feet;
thence South 88°27'07" East parallel with the North line of said Section 24, a distance of 943.79 feet;
thence South 11°14'01" West, a distance of 484.14 feet;
thence South 05°13'21" East, a distance of 341.32 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement 60 feet wide and a 45 foot radius cul-de-sac, all for ingress, egress and utilities, over, under and through the Northeast ¼ of the Northeast ¼ of Section 24, Township 36 North, Range 3 East, W.M. and Government Lot 4 of Section 18, and Township 36 North, Range 4 East, W.M., the Northwest ¼ of Section 19, Township 36 North, Range 4 East, W.M., the centerline of which is described as follows;

Beginning at the Northwest corner of said Section 19;
thence South 01°10'49" East along the West line thereof, a distance of 213.52 feet to Point A and the initial point of this centerline description;
thence North 38°44'16" East, a distance of 240.44 feet to the point of curvature of a curve to the right having a radius of 150.00 feet;
thence along said curve through a central angle of 100°26'51" and an arc length of 262.97 feet;
thence South 41°00'54" East, a distance of 71.72 feet to the point of curvature of a curve to the right having a radius of 256.03 feet;
thence along said curve through a central angle of 57°06'08" and an arc length of 255.17 feet;
thence South 16°05'14" West, a distance of 552.04 feet to the point of curvature of a curve to the left having a radius of 115.00 feet;
thence along said curve through a central angle of 118°31'25" and an arc length of 237.89 feet to the point of reverse curvature with a curve to the right having a radius of 186.85 feet;
thence along said curve through a central angle of 61°56'19" and an arc length of 201.99 feet;
thence South 40°29'52" East, a distance of 67.47 feet to the point of curvature of a curve to the left having a radius of 150.27 feet;
thence along said curve through a central angle of 56°40'17" and an arc length of 148.63 feet;
thence North 82°49'51" East, a distance of 98.22 feet to the point of curvature of a curve to the right having a radius of 421.41 feet;
thence along said curve through a central angle of 55°12'12" and an arc length of 406.02 feet;

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Situate in the County of Skagit, State of Washington.



201312090091

EXHIBIT "A"
(CONTINUED)

PARCEL "B" continued:

thence South $41^{\circ}57'57''$ East, a distance of 308.43 feet to the point of curvature of a curve to the left having a radius of 200.00 feet;
thence along said curve through a central angle of $14^{\circ}11'58''$ and an arc length of 49.57 feet;
thence South $56^{\circ}09'54''$ East, a distance of 159.02 feet, more or less, to the centerline of Colony Road and terminus of this line description.

ALSO beginning at the above described Point A;
thence South $38^{\circ}44'16''$ West, a distance of 318.34 feet to the point of curvature of a curve to the left having a radius of 150.00 feet;
thence along said curve through a central angle of $26^{\circ}30'16''$ and an arc length of 69.39 feet;
thence South $12^{\circ}13'59''$ West, a distance of 289.08 feet to the center of the above described 45 foot radius cul-de-sac and terminus of this line description.

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Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

\$75.00

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