

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
DEC 09 2013



Skagit County Auditor \$75.00
12/9/2013 Page 1 of 4 1:32PM

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

GRANTOR: AAENSON, MARLIN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE 1/4 10-35-8
ASSESSOR'S PROPERTY TAX PARCEL: P43638/350810-0-021-0004 & P43639/350810-0-021-0103

119781

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MARLIN L. AAENSON** ("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" 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 as shown on EXHIBIT "B" as hereto attached and by reference incorporated herein.

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.

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

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No monetary consideration paid

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 15th day of November 2013, 2013.

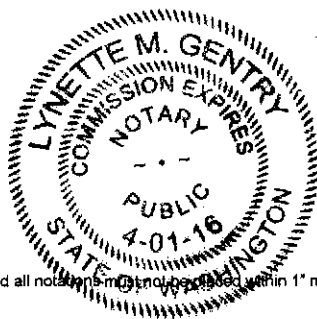
GRANTOR:

BY: *Marlin L. Aaenson*
MARLIN L. AAENSON

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15 day of November, 2013 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARLIN L. AAENSON**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



Lynette M Gentry
(Signature of Notary)
Lynette M Gentry
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Concrete, WA
My Appointment Expires: 4-1-16

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



EXHIBIT A

PARCEL A:

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 25 FEET WEST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 4, "BAKER", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE WEST ALONG THE SOUTH LINE OF MAIN STREET, AS SHOWN ON SAID PLAT, A DISTANCE OF 30 FEET TO A POINT THAT IS 155 FEET EAST OF THE NORTHEAST CORNER OF BLOCK 3 OF SAID "BAKER";
THENCE SOUTH 125 FEET;
THENCE EAST 30 FEET;
THENCE NORTH 125 FEET TO THE SOUTH LINE OF MAIN STREET AS SHOWN ON SAID PLAT TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 6 FEET THEREOF FOR STREET.

PARCEL B:

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 4, "BAKER", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 63, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE WEST 25 FEET, MORE OR LESS, TO A POINT 185 FEET EAST OF THE NORTHEAST CORNER OF BLOCK 3, OF SAID PLAT OF "BAKER";
THENCE SOUTH 125 FEET;
THENCE EAST 25 FEET, MORE OR LESS, TO THE WEST LINE OF SAID BLOCK 4;
THENCE NORTH TO THE POINT OF BEGINNING;

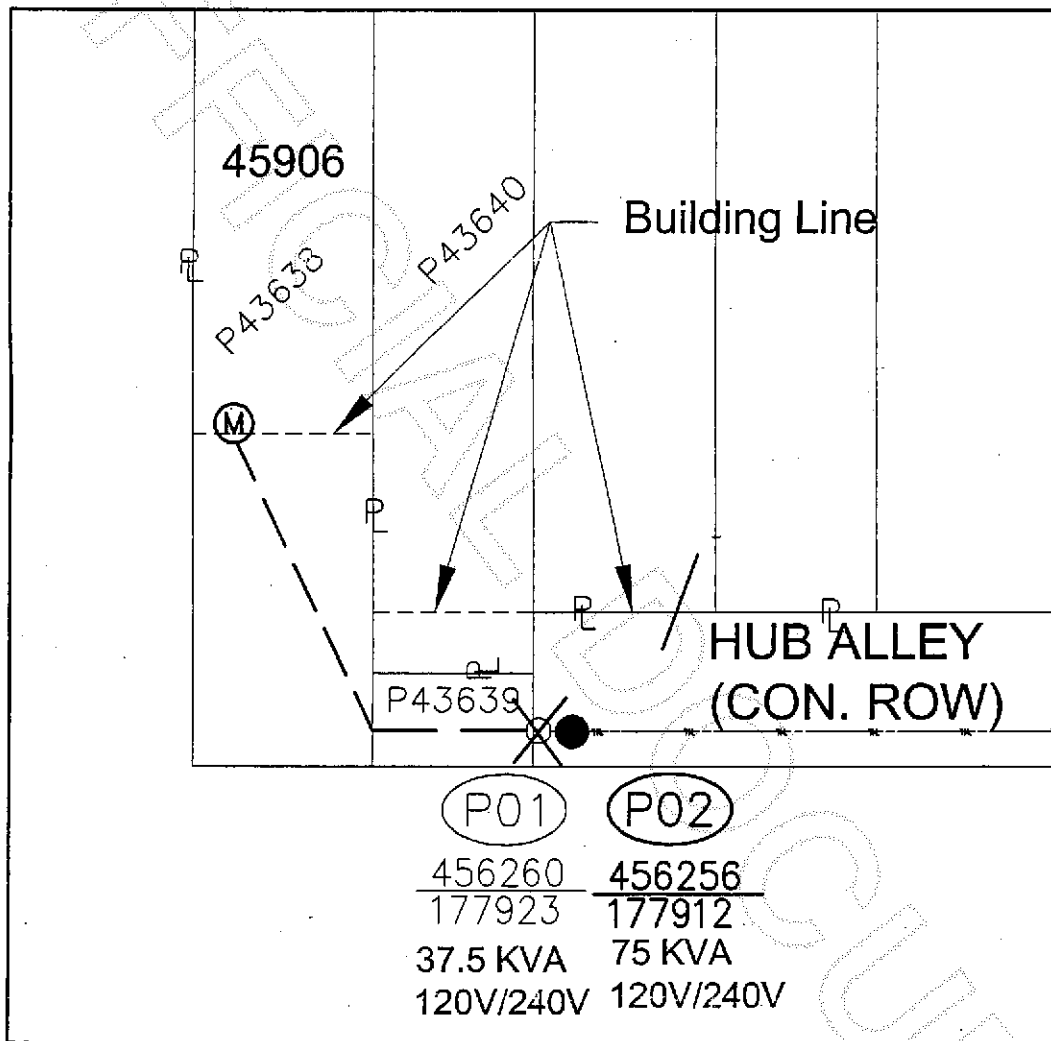
EXCEPT THE NORTH 110 FEET THEREOF.

SITUATE IN TOWN OF CONCRETE, COUNTY OF SKAGIT, STATE OF WASHINGTON

AAENSON
RW-085001/101083507



EXHIBIT "B"



DETAIL MAP: SCALE 1/30

Situate in the Town of Concrete, County of Skagit, State of Washington.



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