



201206060059

Skagit County Auditor

6/6/2012 Page

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5 11:10AM

RETURN ADDRESS:

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

EASEMENT

REFERENCE #:

GRANTOR: **MORGAN TURNER PROPERTIES LP**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN OF BEACH VIEW TO SIMILK BEACH LOTS 3 TO 9,
SEC 08 TWN 34N RGE 2E, WM**

ASSESSOR'S PROPERTY TAX PARCEL: **P69295**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MORGAN TURNER PROPERTIES LP**, a Washington limited partnership, ("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 18th day of MAY, 2012.

2012/6/29
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 06 2012

Amount Paid \$ 15.68
By MF Skagit Co. Treasurer Deputy

Whidbey Reliability
W.O. #15300868
-1A-152 Morgan Turner Properties - Page 2 of 5



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GRANTOR:

MORGAN TURNER PROPERTIES LP

By Betty A. Morgan

Its General Partner

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 18th day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Betty A. Morgan, to me known to be the person who signed as General Partner of **MORGAN TURNER PROPERTIES LP**, a Washington limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **MORGAN TURNER PROPERTIES LP** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited partnership.

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

NOTARY PUBLIC
STATE OF WASHINGTON
CASEY R. HODGES
My Appointment Expires
APRIL 23, 2015

Casey R. Hodges
(Signature of Notary)

Casey R. Hodges
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Clinton, Wa

My Appointment Expires: 4-23-15

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



EXHIBIT A - LEGAL DESCRIPTION
LS -1A-152 MORGAN TURNER PROPERTIES

Per Quit Claim Deed AFN 9612190026 (A portion of Parcel 24):

Lots 3 through 9, inclusive "BEACH VIEW ADDITION TO SIMILK BEACH", as per plat recorded in Volume 5 of Plats, page 6, records of Skagit County, Washington.

Situated in Skagit County, Washington.



EXHIBIT B- EASEMENT DESCRIPTION

LS -1A-152 MORGAN TURNER PROPERTIES

The East 22 feet of Lots 3 and 4, "BEACH VIEW ADDITION TO SIMILK BEACH", as per plat recorded in Volume 5 of Plats, page 6, records of Skagit County, Washington lying parallel with, adjacent to and measured at right angles from the Westerly right of way margin of Mashie Street.

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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