

**RETURN ADDRESS:**

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



200810060131  
Skagit County Auditor

10/6/2008 Page 1 of 2 3:26PM

**EASEMENT**

GRANTOR: **SCHWETZ, PETER & DONNA**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Lot 17 SEDRO ACREAGE in SE¼ 23-35-4**  
ASSESSOR'S PROPERTY TAX PARCEL: **P77001/4170-000-017-0304**

GUARDIAN NORTHWEST TITLE CO.  
**ACCOMMODATION RECORDING ONLY**  
M 9249

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PETER S. SCHWETZ and DONNA J. SCHWETZ, 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:

**THAT PORTION OF LOT 1 OF SEDRO-WOOLLEY SHORT PLAT NO. SW-04-92, AS RECORDED AUGUST 12, 1992, IN VOLUME 10 OF SHORT PLATS, PAGE 110, UNDER AUDITOR'S FILE NO. 9208120086, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT 17, "SEDRO ACREAGE," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON,**

**EXCEPT THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:**

**BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 1, WITH THE EAST LINE OF MAPLE STREET; THENCE NORTH 89°55'33" EAST, 304.15 FEET TO AN ANGLE POINT IN SAID SOUTH LINE, SAID POINT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE EASTERLY TO INTERSECT THE NORTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT, SAID POINT BEING THE TERMINUS OF SAID LINE.**

**SITUATE IN THE CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**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 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

*No monetary consideration paid.*

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 11 day of September, 2008.

GRANTOR:

BY: *Peter S. Schwetz*  
PETER S. SCHWETZ

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

BY: *Donna J. Schwetz*  
DONNA J. SCHWETZ

OCT 06 2008

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

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

On this 11<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **PETER S. SCHWETZ and DONNA J. SCHWETZ**, 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.



*Cheryl Forsman*  
(Signature of Notary)

Cheryl Forsman  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Skagit County  
My Appointment Expires: 11-09-2009

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



200810060131  
Skagit County Auditor