



200810060132

Skagit County Auditor

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200809080083

Skagit County Auditor

9/8/2008 Page 1 of 3 12:38PM

**RETURN ADDRESS:**

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

RE-RECORDED TO CORRECT EASEMENT AREA DESCRIPTION  
EASEMENT m9237

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: EINER KNUTZEN TESTAMENTARY TRUST

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion NE 31-35-4

ASSESSOR'S PROPERTY TAX PARCEL: P127627/8077-000-002-0000; P38141/8077-000-001-0000

ACCOMMODATION RECORDING ONLY  
m9249

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, RONALD C. KNUTZEN, CLIFFORD J. SELLS, and CHARLES K. BARBO, CO-TRUSTEES OF THE EINER KNUTZEN TESTAMENTARY TRUST ("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:

Lots 1 and 2 of Einer Knutzen Trust Tract F Binding Site Plan, recorded under Auditor's File No. 200805220101, being a portion of Tract F of that certain Survey recorded under Auditor's File No. 200701040097 records of Skagit County, Washington; being a portion of the Northeast Quarter of Section 31, Township 35 North, Range 4 East W.M.

Situate in the 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 -generally located along the South line of said Lot 1, 20' and the South 20 feet of the West 40 feet of said Lot 1 and the South 20 feet of the East 10 feet of Lot 2. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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.

UG Electric 11/1998  
RW-70420/105054530  
NE 31-35-4

No monetary consideration paid

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 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 28 day of Aug, 2008.

GRANTOR:

**THE EINER KNUTZEN TESTAMENTARY TRUST**

BY: Ronald C. Knutzen  
**RONALD C. KNUTZEN, CO-TRUSTEE**

BY: Clifford J. Sells  
**CLIFFORD J. SELLS, CO-TRUSTEE**

BY: Charles K. Barbo  
**CHARLES K. BARBO, CO-TRUSTEE**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Easement  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 08 2008

OCT 06 2008

Amount Paid \$ 0  
By MF Skagit Co. Treasurer Deputy

Amount Paid 0  
By MF Skagit Co. Treasurer Deputy

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 28th day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RONALD C. KNUTZEN**, to me known to be the person who signed as **CO-TRUSTEE OF THE EINER KNUTZEN TESTAMENTARY TRUST** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as **CO-TRUSTEE of THE EINER KNUTZEN TESTAMENTARY TRUST**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

**SHARON R. ANTHONY**  
**STATE OF WASHINGTON**  
**NOTARY --- PUBLIC**  
My Commission Expires 9-6-2009

Sharon R. Anthony  
(Signature of Notary)

Sharon R. Anthony  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at Mount Vernon

My Appointment Expires: 9-6-2009

STATE OF WASHINGTON )



200810060132

Skagit County Auditor

COUNTY OF Skagit } SS

On this 25th day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CLIFFORD J. SELLS**, to me known to be the person who signed as **CO-TRUSTEE OF THE EINER KNUTZEN TESTAMENTARY TRUST** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as **CO-TRUSTEE of THE EINER KNUTZEN TESTAMENTARY TRUST**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

**SHARON R. ANTHONY**  
**STATE OF WASHINGTON**  
**NOTARY --- PUBLIC**  
My Commission Expires 9-6-2009

Sharon R. Anthony  
(Signature of Notary)

Sharon R. Anthony  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at Mount Vernon

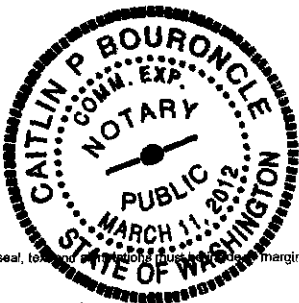
My Appointment Expires: 9-6-2009

STATE OF WASHINGTON

COUNTY OF King } SS

On this 25 day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CHARLES K. BARBO**, to me known to be the person who signed as **CO-TRUSTEE OF THE EINER KNUTZEN TESTAMENTARY TRUST** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as **CO-TRUSTEE of THE EINER KNUTZEN TESTAMENTARY TRUST**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Caitlin P. Bouroncle  
(Signature of Notary)

Caitlin P. Bouroncle  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at Seattle, WA

My Appointment Expires: March 11, 2012



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Skagit County Auditor