

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



1/5/2009 Page 1 of 3 11:24AM

EASEMENT

GRANTOR: **GLACIERVIEW HAVEN LLC**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, Township 35 North, Range 10 East W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P45500/351023-0-021-0013 & P113417/351023-0-021-0400**

GUARDIAN NORTHWEST TITLE CO
ACCOMMODATION RECORDING ONLY
M927A-2

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GLACIERVIEW HAVEN LLC**, a Washington limited liability company, and **MADRENE E. CLARK, DONALD R. CLARK and JUDITH LEE BROOKS**, holders of life estate interests ("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 THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 10 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION; THENCE DUE SOUTH 330 FEET; THENCE DUE WEST 300 FEET; THENCE DUE NORTH 330 FEET; THENCE DUE EAST 300 FEET TO THE POINT OF BEGINNING; EXCEPT THE SOUTHERLY 30 FEET OF SUCH DESCRIBED PROPERTY SHALL BE A NON-EXCLUSIVE RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES; EXCEPT WITHIN THE BOUNDARIES OF THE CLARK CABIN ROAD No. 9769 AS ESTABLISHED BY ORDER RECORDED UNDER AUDITOR'S FILE No. 8405070009; EXCEPT FOR THE AS-BUILT ROADS AS OCCUPIED AND USED THAT PROVIDE FOR UTILITIES AND ACCESS TO STRUCTURES ON SAID PROPERTY, INCLUDING SAID ROADWAY AS OCCUPIED AND USED THAT PROVIDE FOR THE FUTURE EXTENSION OF CLARK CABIN ROAD ALONG THE EXISTING ROADWAY TO LOGICAL INTERSECTION WITH THE SOUTHERN SECTION LINE OF SECTION 14.

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. Said centerline is generally described as beginning at an existing pole and extending northerly to the north line of the above described Property. 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.

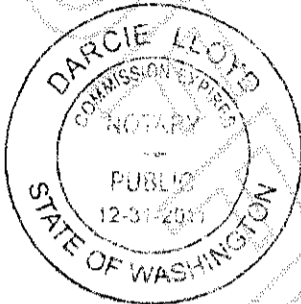
2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

No monetary consideration paid

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15th day of December, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DONALD R. CLARK**, 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.



Darcie Lloyd
(Signature of Notary)

Darcie Lloyd
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Concrete
My Appointment Expires: 12-31-2011

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15th day of December, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MADRENE E. CLARK**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that She signed the same as her 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.



Darcie Lloyd
(Signature of Notary)

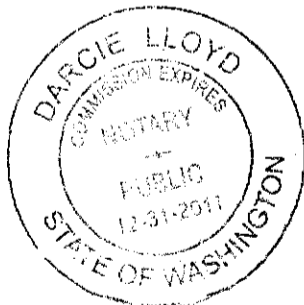
Darcie Lloyd
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Concrete
My Appointment Expires: 12-31-2011

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15th day of December, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JUDITH LEE BROOKS**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that She signed the same as her 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.



Darcie Lloyd
(Signature of Notary)

Darcie Lloyd
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Concrete
My Appointment Expires: 12-31-2011

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



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Skagit County Auditor