



200905120088

Skagit County Auditor

RETURN ADDRESS:

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

5/12/2009 Page 1 of 3 11:24AM

EASEMENT

GRANTOR: SULLIVAN, GLENN & JULI
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Block 184 FIDALGO CITY
ASSESSOR'S PROPERTY TAX PARCEL: F73271/4101-184-020-0016; P73272/4101-184-026-0002
P73273/4101-184-900-0003

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m4334

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GLENN M. SULLIVAN and JULI D. SULLIVAN, 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:

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 in vacated Walla Walla Avenue. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 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;

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

OH Electric
SE 19-34-2
RW-071917/105056594

No monetary consideration paid
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Easement

MAY 12 2009

Amount Paid \$0
Skagit Co. Treasurer
By *mem* Deputy

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 5 day of May, 2009.

BY:

Glenn M. Sullivan
GLENN M. SULLIVAN

BY:

Juli D. Sullivan
JULI D. SULLIVAN

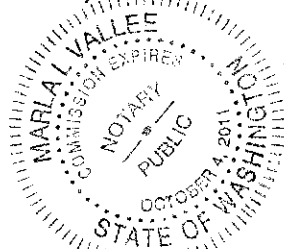
STATE OF WASHINGTON)

COUNTY OF Skagit)

SS

On this 6th day of May, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GLENN M. SULLIVAN** and **JULI D. SULLIVAN**, 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.



Marla L. Vallee
(Signature of Notary)

Marla L. Vallee

(Print or stamp name of Notary)

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

My Appointment Expires: 10-04-2011

Notary seal, text and all notations must be inside 4 1/4" margin.



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EXHIBIT "A"

Lots 1 through 26, inclusive, Block 184, MAP OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington;

TOGETHER WITH those portions of vacated First and Second Streets and of vacated Walla Walla and Potter Avenues adjoining, which upon vacation attached to said premises by operation of law.

Situate in the County of Skagit, State of ~~Was~~ Washington.



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