



200907270131
Skagit County Auditor

7/27/2009 Page 1 of 3 4:13PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

EASEMENT GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
m9354

GRANTOR: **BOETTNER FAMILY TRUST**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN OF GOV'T LOT 2, SEC 25, T 36 N, R 2 E, W.M., SKAGIT CO. WA.**
ASSESSOR'S PROPERTY TAX PARCEL: **P46992**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DONALD H. BOETTNER AND KARL R. BOETTNER EACH AS TRUSTEES OF THE REVOCABLE PART OF THE BOETTNER FAMILY TRUST, UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1996.** ("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:**

PART OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 87 DEGREES 33' EAST, 351.2 FEET; THENCE NORTH 85 DEGREES 59' EAST, 371.8 FEET TO THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID PLACE OF BEGINNING RUN NORTH 85 DEGREES 59' EAST, 50.23 FEET; THENCE SOUTH 1 DEGREE 30' WEST 239.59 FEET; THENCE SOUTH 84 DEGREES 18' WEST 50.41 FEET; THENCE NORTH 1 DEGREE 30' EAST 241.1 FEET TO THE PLACE OF BEGINNING.

ALSO ALL LAND LYING NORTH OF THE ABOVE DESCRIBED LAND, BETWEEN THE NORTH LINE THEREOF AND THE MEANDER LINE AND BETWEEN THE EAST AND WEST LINES OF SAID TRACT PRODUCED NORTHERLY TO THE MEANDER LINE.

ALSO ALL TIDE LANDS OF THE SECOND CLASS SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING ON SAID DESCRIBED LANDS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

No monetary consideration paid

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 THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.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 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:

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 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.



200907270131

Skagit County Auditor

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 10 day of July, 2009.

GRANTOR: **DONALD H. BOETTNER AND KARL R. BOETTNER EACH AS TRUSTEES OF THE REVOCABLE PART OF THE BOETTNER FAMILY TRUST.**

John F. Boettner
DONALD H. BOETTNER

Karl R. Boettner
KARL R. BOETTNER

STATE OF Washington)
) ss SKAGIT COUNTY WASHINGTON
COUNTY OF SKAGIT) REAL ESTATE EXCISE TAX

JUL 27 2009
Amount Paid: 0
Skagit Co. Treasurer Dept.

On this 10th day of July, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John F. Boettner and Karl R. Boettner, to me known to be the persons who signed **AS TRUSTEES OF THE REVOCABLE PART OF THE BOETTNER FAMILY TRUST** and who executed the within and foregoing instrument and acknowledged said instrument to be THEIR free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that THEY WERE authorized to execute the said instrument as trustees of said Trust.

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

Brian James Alexander
(Signature of Notary)

Brian James Alexander
(Print or stamp name of Notary)

Notary Public
State of Washington
BRIAN JAMES ALEXANDER
My Appointment Expires Mar 24, 2012

NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My Appointment Expires: 3/24/2012

Notary seal, text and all notations must not be placed within 1" margins


200907270131
Skagit County Auditor
7/27/2009 Page 3 of 3 4:13PM