



200908310129
Skagit County Auditor

8/31/2009 Page 1 of 2 3:12PM

RETURN ADDRESS:

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

EASEMENT GUARDIAN NORTHWEST TITLE CO.

GRANTOR: SZABO, KAREN; STRICKLAND-CLARK, LAURIE & UTTER, CHARLOTTE *m4363*
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SW¹/₄ SW¹/₄ 35-34-3 & Government Lot 5 2-33-3 **ACCOMMODATION RECORDING ONLY**
ASSESSOR'S PROPERTY TAX PARCEL: P23194/340335-3-003-0007; P15299/330302-0-008-0008

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KAREN ELIZABETH STRICKLAND SZABO, LAURIE RUTH STRICKLAND CLARK and CHARLOTTE S. UTTER** ("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:

**THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 34 NORTH, RANGE 3 EAST W.M. AND GOVERNMENT LOT 5 OF SECTION 2,
TOWNSHIP 33 NORTH, RANGE 3 EAST W.M.
EXCEPT COUNTY ROADS AND DITCH AND DRAINAGE DISTRICT RIGHTS OF WAY.**

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:

THE WEST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

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: Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional lines 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. 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 23rd day of June, 2009.

BY: Karen Elizabeth Strickland Szabo
KAREN ELIZABETH STRICKLAND SZABO

BY: Laurie Ruth Strickland Clark
Laurie Ruth Strickland Clark

BY: Charlotte S. Utter
CHARLOTTE S. UTTER

2573
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 21 2009

Amount Paid \$ 30.43
Skagit Co. Treasurer
By h Deputy

STATE OF MARYLAND)
COUNTY OF ST. MARY'S) SS

On this 23rd day of June, 2009, before me, a Notary Public in and for the State of Maryland, duly commissioned and sworn, personally appeared **KAREN ELIZABETH STRICKLAND SZABO** 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.

Robin D. Little
(Signature of Notary)

ROBIN D. LITTLE
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of MD
residing at 44987 GRAVES RD, HOLLYWOOD MD 20636
My Appointment Expires: 01/06/12

STATE OF Virginia)
COUNTY OF Falls Church) SS
city

On this 17th day of June, 2009, before me, a Notary Public in and for the State of Virginia, duly commissioned and sworn, personally appeared **Laurie Ruth Strickland 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.

Thomas D. Clinton
(Signature of Notary)

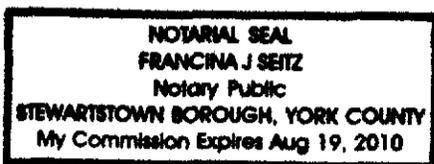
Thomas D. Clinton
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Virginia
residing at 711 Hillwood Avenue, Falls Church VA 22048
My Appointment Expires: 10-31-10

STATE OF Pennsylvania)
COUNTY OF York) SS

On this 13 day of June, 2009, before me, a Notary Public in and for the State of Pennsylvania, duly commissioned and sworn, personally appeared **CHARLOTTE S. UTTER**, 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.

Francine J. Seitz
(Signature of Notary)

Francine J. Seitz
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Pennsylvania
residing at 5251 Hopewell Trng
My Appointment Expires: Aug 19, 2010



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

