



200910130056
Skagit County Auditor

10/13/2009 Page 1 of 3 9:36AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: SMITH, VINCENT & JUDITH
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE $\frac{1}{4}$ NE $\frac{1}{4}$ 13-35-4
ASSESSOR'S PROPERTY TAX PARCEL: P36368/350413-0-015-0003; P36360/350413-0-009-0100
P36359/350413-0-009-0001

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m9374-2

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES V. SMITH and JUDITH L. SMITH, 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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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.

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.

UG Electric 11/1998
Ne 13-35-4
Rw-073839/104216317

No monetary consideration paid

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 2nd day of OCTOBER, 2009.

GRANTOR:

BY:

JAMES V. SMITH

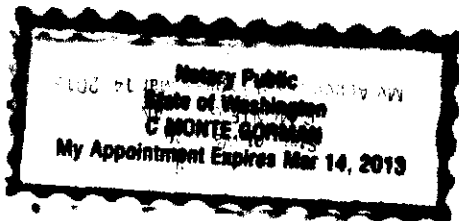
BY:

JUDITH L. SMITH

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 2nd day of OCTOBER, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES V. SMITH and JUDITH L. SMITH**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that N/A signed the same as N/A 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.



(Signature of Notary)

C. MONTE GORMAN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at LA CONNER
My Appointment Expires: 14 MAR 2013

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 13 2009

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



200910130056
Skagit County Auditor

EXHIBIT "A"

Parcel A:

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East W.M., described as follows:

Beginning at a point on the south line of the south half of the Southeast Quarter of the Northeast Quarter of said section, a distance of 660 feet West of the West line of the county road along the East line of said Section 13, said point being the Southwest corner of that tract of land as conveyed to Louis G. Scharpenberg and Agatha O. Scharpenberg, husband and wife, by deed recorded April 15, 1953, under Auditor's File No. 487174, records of Skagit County, Washington; thence North along the West line of said Scharpenberg Tract and said West line extended north to the center of a creek, said creek being a portion of the Southeast boundary line of that tract of land as conveyed to Charles E. Johnson and Edna E. Johnson, husband and wife, by deed recorded March 8, 1956 under Auditor's File No. 532738, records of Skagit County, Washington; thence Southwesterly along the center of said creek to the South line of said South Half of the Southeast Quarter of the Northeast Quarter; thence east along said South line to the point of beginning.

Parcel B:

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East W.M., described as follows:

Commencing at the East Quarter corner of said Section 13; thence North $88^{\circ}08'21''$ West a distance of 690.70 feet along the East-West centerline of said Section 13 to the true point of beginning; thence North $04^{\circ}59'58''$ East a distance of 247.87 feet; Thence North $88^{\circ}08'21''$ West a distance of 30.00 feet; Thence South $01^{\circ}56'12''$ East a distance of 248.04 feet to the true point of beginning.

Parcel C:

That portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East W.M., described as follows:

Beginning at the West line of the county road running along the East line of said subdivision that is 247.92 feet North of the South line thereof; Thence West, along a line 247.5 feet North of and parallel to the south line of said subdivision, a distance of 660 feet to the true point of beginning; Thence South 247.5 feet to the South line of said subdivision; Thence East along said South line to a point which is 495 feet West of the East line of said subdivision; Thence North, along a line 495 feet West of and parallel to said East line, a distance of 247.92 feet; Thence West 195 feet to the true point of beginning;

EXCEPT That portion of the South Half of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East W.M., described as follows:

Commencing at the East Quarter corner of said Section 13; thence North $88^{\circ}08'21''$ West a distance of 690.70 feet along the East-West centerline of said Section 13 to the true point of beginning; thence North $04^{\circ}59'58''$ East a distance of 247.87 feet; Thence North $88^{\circ}08'21''$ West a distance of 30.00 feet; Thence South $01^{\circ}56'12''$ East a distance of 248.04 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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