



201103290041
Skagit County Auditor

3/29/2011 Page 1 of 4 1:27PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273

EASEMENT

GRANTOR: **KAMB, WILMA & VETTER, MARY JANE**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion East Half 23-33-3**
ASSESSOR'S PROPERTY TAX PARCEL: **P16018, P16026 & P 16035**

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
m9547

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WILMA LOUISE KAMB and MARY JANE VETTER, each as their separate property** ("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, 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:

THE EAST FIVE (5) 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 for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

~~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;~~

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. 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

OH Electric Easement 10/2003
RW-077135/101067139
NE 23-33-3

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

4868

MAR 28 2011

Amount Paid \$ *98.90*
Skagit Co. Treasurer
By *Mum* Deputy

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 11th day of February, 2011.

GRANTOR:

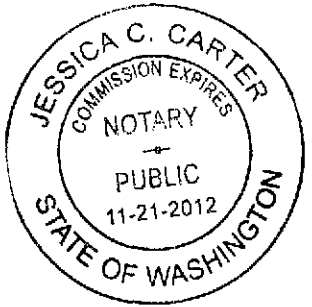
BY: Wilma Louise Kamb
WILMA LOUISE KAMB

BY: Mary Jane Vetter
MARY JANE VETTER

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 11th day of February, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **WILMA LOUISE KAMB**, 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.



Jessica Carter
(Signature of Notary)

Jessica Carter
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Scot's Valley
My Appointment Expires: 11-21-11



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Skagit County Auditor

STATE OF WASHINGTON)
)
COUNTY OF) SS

On this 11th day of February, 2011, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARY JANE VETTER** 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.



Jessica Carter
(Signature of Notary)

Jessica Carter
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley
My Appointment Expires: 11-21-12



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EXHIBIT "A"

Parcel A:

The Northeast Quarter of the Northeast Quarter of Section 23, Township 33 North, Range 3 E.W.M., EXCEPT the following described tracts:

Tract 1:

That portion of the Northeast Quarter of the Northeast Quarter of Section 23, Township 33 North, Range 3 E.W.M., described as follows:

Beginning at a point 20 feet South and 135.96 feet East of the Northwest corner of said Northeast Quarter of the Northeast Quarter; Thence Easterly to the West Bank of Freshwater Slough; Thence Southerly along said West Bank to a point 262.22' feet South of the North line of said Northeast Quarter of the Northeast Quarter; Thence West to a point 198 feet East of the West line of said Northeast Quarter of the Northeast Quarter; Thence Northwesterly to the point of beginning.

Tract 2:

That portion of the Northeast Quarter of the Northeast Quarter of Section 23, Township 33 North, Range 3 E.W.M., described as follows:

Beginning at a point on the West line of said subdivision, which is 20 feet South of its Northwest corner; Thence East 135.96 feet; Thence Southeasterly, parallel with the bank of Freshwater Slough, 253.44 feet; Thence West 198 feet, more or less, to the West line of said Northeast Quarter of the Northeast Quarter; Thence North along said West line 242.22 feet to the point of beginning.

Tract 3:

That portion of the Northeast Quarter of the Northeast Quarter of Section 23, Township 33 North, Range 3 E.W.M., described as follows:

Beginning at a point on the West line of the said Northeast Quarter of the Northeast Quarter which is 20 feet South of its Northwest corner; Thence East, 236 feet for commencing point; Thence East, 120 feet; Thence South, 182 feet; Thence West, 50 feet; Thence Northwesterly parallel with the bank of Freshwater Slough, as it existed on January 28, 1948, 209 feet to the point of beginning.

Parcel B:

Southeast Quarter of the Northeast Quarter of Section 23, Township 33 North, Range 3 E.W.M.

Parcel C:

Northeast Quarter of the Southeast Quarter of Section 23, Township 33 North, Range 3 E.W.M.

EXCEPT from all of the above parcels County Road rights of way and dike/ditch rights of way, if any.

Situate in the County of Skagit, State of Washington.



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