



200912210098

Skagit County Auditor

12/21/2009 Page

1 of

3 1:41PM

**RETURN ADDRESS:**

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

③

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: KL PROPERTY INVESTMENTS, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Lots 17 & 18, VALLEY VIEW ADDITION

ASSESSOR'S PROPERTY TAX PARCEL: P70122/4034-000-017-0003

114394

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KL PROPERTY INVESTMENTS, LLC**, a Washington limited liability company ("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:

**LOT 17, "VALLEY VIEW ADDITION" IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 E.W.M., AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 47, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**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:

**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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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.

UG Electric 11/1998  
RW-074551/105060055  
SW 13-34-3

No monetary consideration paid

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.

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 11 day of December, 2009.

GRANTOR:  
KL PROPERTY INVESTMENTS, LLC

BY: [Signature]  
Kurt F. Ahrens, Member

BY: \_\_\_\_\_  
Lori A. Ahrens, Member

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

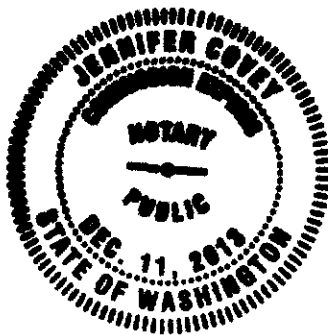
DEC 21 2009

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this 11<sup>th</sup> day of December, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kurt F. Ahrens** and **Lori A. Ahrens**, to me known to be the person who signed as a member of **KL PROPERTY INVESTMENTS, LLC**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **KL PROPERTY INVESTMENTS, LLC** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **KL PROPERTY INVESTMENTS, LLC**.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]  
(Signature of Notary)  
Jennifer Covey  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 12-11-2013



200912210098  
Skagit County Auditor

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

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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.

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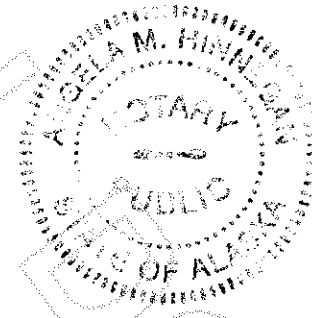
6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 9th day of December, 2009.

GRANTOR:  
KL PROPERTY INVESTMENTS, LLC

BY: Kurt F. Ahrens, Member

BY: Lori A. Ahrens, Member



STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF                )

On this 9th day of December, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kurt F. Ahrens** and **Lori A. Ahrens**, to me known to be the person who signed as a member of **KL PROPERTY INVESTMENTS, LLC**, the limited liability corporation that executed the within and foregoing instrument; and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **KL PROPERTY INVESTMENTS, LLC** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **KL PROPERTY INVESTMENTS, LLC**.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Angela M. Hinnegar  
(Notary)  
Angela M. Hinnegar  
Printed Name

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Alaska residing at 47120 Frances Helen  
Ave, Soldotna AK 99669  
My appointment expires: 9/18/2011  
Notary seal, text and all notations must be inside margins

NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

\* Lori Ahrens personally appeared  
before me on December 9, 2009.



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Skagit County Auditor