

RETURN ADDRESS:

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



199909280087

Kathy Hill, Skagit County Auditor
9/28/1999 Page 1 of 2 3:28:23PM



FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

m7085

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

EASEMENT

SEP 28 1999

REFERENCE #: 27604

GRANTOR: BRECKENRIDGE

GRANTEE: PUGET SOUND ENERGY, INC.

Amount Paid \$-0-
Skagit County Treasurer
By: DC Deputy

SHORT LEGAL: LOTS 9 THROUGH 16 INCLUSIVE, BLOCK 8 AND LOTS 1 THROUGH 6 INCLUSIVE, BLOCK 9, ALL IN THE PLAT OF "TOWN OF MCMURRAY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 107, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED WALNUT STREET ABUTTING THEREON WHICH HAVE REVERTED TO SAID PREMISED BY OPERATION OF LAW.

ASSESSOR'S PROPERTY TAX PARCEL: P75095 AND P75094

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BRIAN L. BRECKENRIDGE AND LORI A. BRECKENRIDGE, 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:

LOTS 9 THROUGH 16 INCLUSIVE, BLOCK 8 AND LOTS 1 THROUGH 6 INCLUSIVE, BLOCK 9, ALL IN THE PLAT OF "TOWN OF MCMURRAY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 107, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED WALNUT STREET ABUTTING THEREON WHICH HAVE REVERTED TO SAID PREMISED BY OPERATION OF LAW.

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:

An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED OR TO BE CONSTRUCTED ON THOSE PORTIONS OF VACATED WALNUT STREET ABUTTING THEREON WHICH HAVE REVERTED TO SAID PREMISED BY OPERATION OF LAW.

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

UG Electric 11/1998
104019683

No monetary consideration was paid

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.

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 21 day of September, 1999.

GRANTOR:

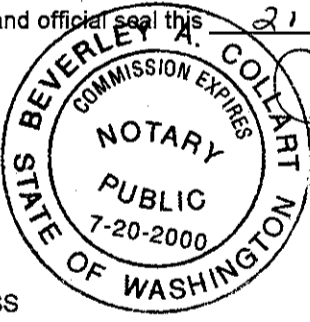
BY: *Brian Breckenridge*
BRIAN L. BRECKENRIDGE

BY: *Lori A. Breckenridge*
LORI A. BRECKENRIDGE

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me Brian & Lori Breckenridge to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of September, 1999



Beverly A. Collett
Notary Public in and for the State of Washington,
Residing at *Mount Vernon*
My commission expires 7-20-2000

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

