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RETURN ADDRESS:

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



FIRST AMERICAN TITLE CO. **ACCOMMODATION RECORDING ONLY** m7139

EASEMENT

REFERENCE #: 27875

GRANTOR:

PUBLIC UTILITY DISTRICT NO. 1

PUGET SOUND ENERGY, INC. GRANTEE:

SHORT LEGAL: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF

SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., ASSESSOR'S PROPERTY TAX PARCEL: 340436-1-001 - OLDO

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, PUBLIC UTILITY DISTRICT NO. 1 ("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 ATTACHED EXHIBIT "A"

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 THE ABOVE DESCRIBED PROPERTY.

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 groundmounted 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. no Monetary Consideration ass Paid UG Electric 11/1998

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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.
- 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

of the foregoing, the rights and obligations of the parties shall inur	
respective successors and assigns.	
DATED this 15th day of November	, 1999.
GRANTOR:	
San Harris h	
PUBLICT UTILITY DISTRICT NO. 1	
STATE OF WASHINGTON)	
COUNTY OF ()	
On this 15th day of November	_, 19 <u>49</u> _, before me the undersigned, a
notary public in and for the State of Washington, duly commissioned	and sworn, personally appeared <u>KEN KUK</u> UK
to me known to be the <u>EENERAL MANAGER</u> of PUD#1 OF SKAGIT COUNTY	
the Municipal Corporation that executed the foregoing instrument and	acknowledged the same to be the free and
voluntary act and deed of said municipal corporation, for the uses and	purposes therein mentioned, and on oath
stated that HE is authorized to execute the said instrument.	
Witness my hand and official seal hereto affixed the day and	year in this certificate above written.
Kim	A. Carpenter.
	Public in and for the State of Washington,
A. CARPEN Residing NOTARY Residing NOTARY	ig at Mt. Vernon WA
My con	nmission expires <u>08/09/0/</u>
NOTARY A	Thrission expires
9 PUBLIC NO	
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EXHIBIT "A"
PUBLIC UTILITY DISTRICT NO. 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°06' 52" WEST ALONG THE SOUTHERN LINE THEREOF 649.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 06' 52" WEST 200.00 FEET; THENCE NORTH 0°53' 08" EAST 200.00 FEET; THENCE SOUTH 89°06' 52" EAST 200.00 FEET; THENCE SOUTH 0°53' 08" WEST 200.00 FEET TO THE POINT OF BEGINNING.

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