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RETURN ADDRESS:

Puget Sound Energy, Inc. Attn: R/W Department 1700 East College Way Mt. Vernon, WA 98273

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7386

REFERENCE #:

GRANTOR:

GRANTEE:

JOHNSON

PUGET SOUND ENERGY, INC.

SHORT LEGAL: Ptr. NE¼ Sec. 14, Twp. 34 N., Rng. 4 E., W.M. ASSESSOR'S PROPERTY TAX PARCEL: P24717, P24724, P24726

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RONALD L. JOHNSON**, as his 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, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT ROAD AND RAILROAD RIGHTS-OF-WAY.

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT COUNTY ROADS.

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 (TEN) feet in width having 5 (FIVE) feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

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.
- 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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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 gene	rality of
the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon	on their
respective successors and assigns.	Į.

DATED this 18th day of Sep, 2000.

GRANTOR:

SY: MONALD L. JOHNSON

STATE OF WASHINGTON

COUNTY OF Skagit

On this ______ day of _________, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RONALD L. JOHNSON, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

ONNA M. FRIEDO ONNESSION EXPIRES ON NOTARY PUBLIC 7-1-2002 OF WASHING

(Signature of Notary)

DONNA M FRIEND

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

My Appointment Expires: 7-1-2003

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

SKAGIT COUNTY WASHINGTON

SEP 25 2000

Amount Paid & Deput



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