



200204220150  
Skagit County Auditor

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**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273

### EASEMENT

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

m7814

GRANTOR: **BUSH, ALLEN & NANCY**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Government Lot 5 2-35-1**  
ASSESSOR'S PROPERTY TAX PARCEL: **P31153**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ALLEN A. BUSH and NANCY N. BUSH, 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:

**SEE EXHIBIT "A" ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF.**

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 - GENERALLY DESCRIBED AS FOLLOWS:**

**THE NORTH 10 FEET OF THE SOUTH 40 FEET OF THE EAST 537 FEET OF THE ABOVE DESCRIBED TRACT.**

**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.

UG Electric 11/1998  
37714/105017524  
NW 2-35-1

*No monetary consideration was paid*

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.

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 17<sup>th</sup> day of April, 2002.

BY: Allen G. Bush

BY: Nancy N. Bush

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

APR 22 2002

Amount Paid \$0  
Skagit County Treasurer  
By: [Signature] Deputy

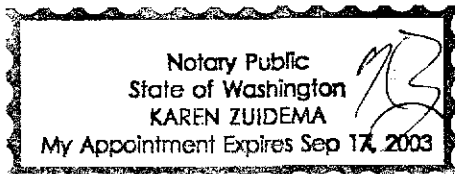
STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 17<sup>th</sup> day of April, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Allen & Nancy Bush, to me known to be the individual 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 hereto affixed the day and year in this certificate first above written.

[Signature]  
(Signature of Notary)

Karen Zuidema  
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes WA

My Appointment Expires: 9/17/03

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



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## EXHIBIT "A"

That portion of Government Lot 5, Section 2, Township 35 North, Range 1 East W.M., being more particularly described as follows:

Commencing at the Northeast corner of said Government Lot 5;

THENCE South 89°30' West along the North line of said Government Lot 5 a distance of 20.00 feet to the true point of beginning;

THENCE continue South 89°30' West along the North line of said Government Lot 5 a distance of 1027.05 feet to a point lying 3703.93 feet westerly of the East quarter corner of said Section 2;

THENCE South 24°43'30" West along the West line of that certain tract of land deeded to Charles Bush by Warranty Deed filed under Auditor's File No. 507448, a distance of 110.54 feet;

THENCE North 89°30' East a distance of 191.48 feet;

THENCE South 15°33'18" West a distance of 430.69 feet;

THENCE South 34°17' East a distance of 79 feet, more or less, to the fence line being the North line of that certain tract of land conveyed to the Estate of Victor Burlingame by Court Judgment filed in Skagit County Clerk's Office under File No. 23861;


THENCE North 89°41'22" East along said fence line a distance of 961.9 feet, more or less, to the West line of the County Road;

THENCE North 0°54' West parallel to the East line of said Government Lot 5 a distance of 582.85 feet to the true point of beginning,

EXCEPT that portion thereof conveyed to Skagit County by deed recorded August 30, 1939, under Auditor's File No. 316530, records of Skagit County.

Said property being Parcel A of that certain survey filed for record on June 22, 1982, in Book 3 of Surveys, at page 193, recorded under Skagit county Auditor's File No. 8206220026.

Situate in the County of Skagit, State of Washington.

  
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