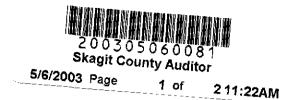
RETURN ADDRESS:

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



EASEMENT

GRANTOR:

SAMISH FARMS WATER ASSOC. & JOHN PETH & SONS, INC.

FIRST AMERICAN TITLE CO.

GRANTEE:

PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Portion of the NE4 of the NW4 of 28-35-3 ASSESSOR'S PROPERTY TAX PARCEL: P106168/350328-2-001-0100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, SAMISH FARMS WATER ASSOCIATION, a Washington corporation, and JOHN PETH & SONS, INC., a Washington corporation ("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:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28. TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

THE NORTH 100 FEET OF THE WEST 100 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28.

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 a centerline described as follows:

> Beginning at a point 20 feet, more or less, east of the Northwest corner of the above described Property; thence South 45 feet, more or less, to an existing transformer and the terminus of this line.

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 Grantee shall have the right of access to the such additional facilities as it may require for such systems. 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.
- 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

UG Electric 11/1998 No monetary consideration was paid 41178/104081720 NW 28-35-3

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. -2002 Z - 3 DATED this **GRANTOR** SAMISH FARMS WATER ASSOCIATION GRANTOR: JOHN PETH & SONS. INC SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX MAY 0 6 2003 Amount Paid Skagit Co. Treasurer Deputy STATE OF WASHINGTON) **COUNTY OF** On this day of day of 2001, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Eric Person, to me known to be the person who signed as President of SAMISH FARMS WATER ASSOCIATION, the corporation that executed the within and foregoing of SAMISH FARMS WATER ASSOCIATION, and deed and the free and voluntary act and deed of instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of SAMISH FARMS WATER ASSOCIATION for the uses and purposes therein mentioned; and on oath stated that he was authorized id instrument on behalf of said SAMISH FARMS WATER ASSOCIATION hereunto set my hand and official seal the day and year first above written. line NOTARL (Signature of Notary) eline (Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, OIJBUS ·25·2003 residing at WASHINGTO STATE OF WASHING) \$8 COUNTY OF SONS, INC for the uses and purposes therein mentioned; and on oath stated that New was authorized to execute the said instrument on behalf of said JOHN PETH & SONS, INC. IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written. $\boldsymbol{\theta}$ (Signature of Notary) Jary or stamp name of Notary) NOTARY PUBLIC in and for the State of Washington, residing at Wount Verns My Appointment Expires: 11-6 al, the and all notations must be inside 1" margins

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.



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