

RETURN ADDRESS:

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



200305060081
Skagit County Auditor

5/6/2003 Page 1 of 2 11:22AM

EASEMENT

GRANTOR: **SAMISH FARMS WATER ASSOC. & JOHN PETH & SONS, INC.** FIRST AMERICAN TITLE CO.
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion of the NE¼ of the NW¼ of 28-35-3**
ASSESSOR'S PROPERTY TAX PARCEL: **P106168/350328-2-001-0100** ACCOMMODATION RECORDING ONLY

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 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.

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

No monetary consideration was paid

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 6th day of JANUARY, ~~2002~~ 2003

GRANTOR:
SAMISH FARMS WATER ASSOCIATION

BY: [Signature]

ITS: PRESIDENT

GRANTOR:
JOHN PETH & SONS, INC.

BY: [Signature]

ITS: Secretary

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 06 2003

Amount Paid \$ [Signature]
By Skagit Co. Treasurer
Deputy [Signature]

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 6d day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Reed, to me known to be the person who signed as President of **SAMISH FARMS WATER ASSOCIATION**, the corporation that executed the within and foregoing 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 to execute the said instrument on behalf of said **SAMISH FARMS WATER ASSOCIATION**.
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Celine Landauer Allen
(Signature of Notary)
Celine Landauer Allen
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Appointment Expires: 11-25-03

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 29 day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Peth, to me known to be the person who signed as Secretary of **JOHN PETH & SONS, INC**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **JOHN PETH & SONS, INC** for the uses and purposes therein mentioned; and on oath stated that he 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.



Mary E. Sloan
(Signature of Notary)
Mary E. Sloan
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: 11-6-06

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

200305060081
Skagit County Auditor