



200403010169

Skagit County Auditor

3/1/2004 Page 1 of 3 3:57PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: **MOBERG, BRUCE & DECKER, DENISE**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion Government Lot 5, 25-33-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P17217/330425-0-001-3704**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BRUCE MOBERG and DENISE DECKER, 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:

Easement Area 1: The North 8 feet of the above described tract.

Easement Area 2: A strip of land eight (8) feet in width with four (4) 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:

Beginning at a point on the West line of the above described tract said point being 38 feet, more or less, south of the Northwest corner thereof (as measured along the West line of the above described tract); thence in a straight line to a point on the North line of the above described tract, said point being 30 feet, more or less, east of said Northwest corner (as measured along the North line of the above described tract), said point being the terminus of the herein described centerline.

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:

a. **Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments guy wires, anchor poles and anchors together with any and all other facilities or appurtenances necessary or convenient to any of the foregoing; and

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities or lines 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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

OH/UG Gas & Electric Easement 11/1998
101017838/39642
SE 25-33-4

4. **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.

5. **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.

6. **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.

7. **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 8th day of October, 2003.

GRANTOR:

BY: *Bruce Moberg*
BRUCE MOBERG

BY: *Denise Decker*
DENISE DECKER

951
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

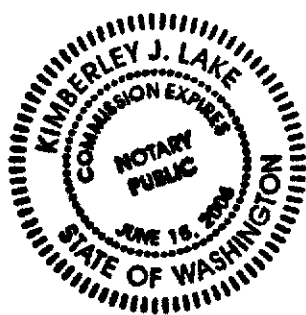
MAR 01 2004

Amount Paid \$ 0
Skagit Co. Treasurer
By *Lp* Deputy

STATE OF WASHINGTON)
COUNTY OF) SS

On this 8 day of October, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRUCE MOBERG** and **DENISE DECKER**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as these 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.



Kimberley J. Lake
(Signature of Notary)
Kimberley J. Lake
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing

at 7958 Pipeline Rd, Sedro-Woolley, WA 98284

My Appointment Expires: 6-15-2006

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

200403010169
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3/1/2004 Page 2 of 3 3:57PM

EXHIBIT "A"

That portion of Government Lot 5, Section 25, Township 33 North, Range 4 East, W.M. described as follows:

Commencing at the center of said Section 25; thence South $87^{\circ}35'31''$ East 1419.72 feet along the East-West centerline of said Section; thence South $02^{\circ}24'29''$ West 1277.64 feet to the Southwest corner of Lot 18, "HULL'S WATERFRONT TRACTS", as per plat thereof recorded in Volume 7 of Plats, page 33, records of Skagit County, Washington; thence North $87^{\circ}35'31''$ West 32.66 feet parallel with said East-West centerline to the Easterly margin of the former Northern Pacific Railway Company (now Burlington Northern Railroad Company) right of way at a point on a curve the center of which is North $69^{\circ}23'32''$ East 1382.69 feet from said point; thence Southerly along the arc of said curve having a radius of 1382.69 feet, through a central angle of $5^{\circ}45'37''$ West, an arc distance of 139.01 feet to a point that is South $02^{\circ}24'29''$ West 1402.64 feet from said East-West centerline said point being the TRUE POINT OF BEGINNING; thence continuing Southerly along the arc of said curve and along said Easterly margin of the railroad right of way 282 feet, more or less, to a point that is North $58^{\circ}53'29''$ East from the Southeast corner of Block 12, "TOWN OF MCMURRAY", Skagit County, Washington, as per plat thereof recorded in Volume 2 of Plats, page 107, records of Skagit County, Washington; thence South $58^{\circ}53'29''$ West 50.00 feet perpendicular to said Easterly margin to the centerline of said railroads main tract, being a point lying 1309.7 feet, more or less, Northwesterly as measured along said main tract centerline from the south line of said Section 25; thence continuing South $58^{\circ}53'29''$ West, 100 feet to the Westerly margin of said railroad company right of way; thence Northerly 376 feet, more or less, along said Westerly margin of railroad right of way to a point that is North $87^{\circ}35'31''$ West from the true point of beginning; thence South $87^{\circ}35'31''$ East 168.68 feet parallel with said East-West centerline to the TRUE POINT OF BEGINNING.

EXCEPT that portion thereof, if any, lying within that certain tract along the South line thereof, conveyed to Terrance J. Doran and Patricia L. Doran, husband and wife, by Quit Claim Deed recorded July 16, 1987 under Auditor's File No. 8707160075.

Situate in the County of Skagit, State of Washington.



200403010169
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3/1/2004 Page

3 of

3 3:57PM