



200405100214

Skagit County Auditor

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RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon

EASEMENT

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

m83h 3

GRANTOR: JOHNSON, RICHARD & DIANA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Northwest Quarter of the Northeast Quarter in 35-35-1
ASSESSOR'S PROPERTY TAX PARCEL: P32553/350135-1-006-0108

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RICHARD K. JOHNSON and DIANA M. JOHNSON, 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 South 10 feet of the East 40 feet.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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.

UG Electric 10/2003
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NE¼ 35-35-1

No monetary consideration paid

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 28 day of April, 2004.

GRANTORS
BY: [Signature]
RICHARD K. JOHNSON
BY: [Signature]
DIANA M. JOHNSON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 10 2004

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

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 28 day of April, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD K. JOHNSON** and **DIANA M. JOHNSON**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as them free and voluntary act and deed, for the uses and purposes therein mentioned.

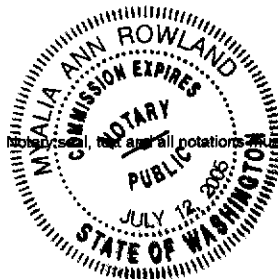
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

[Signature]
(Signature of Notary)

Myalia Ann Rowland
(Print or stamp name of Notary)

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

My Appointment Expires: July 12, 2005



all notations be inside 1" margins



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EXHIBIT "A"

The North Half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 35 North, Range 1 East, W.M.;

EXCEPT that portion of the North Half of the Northwest Quarter of the Northeast Quarter of Section 35, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at the Southwest corner of the said North Half; thence North $0^{\circ}32'05''$ East a distance of 174.58 feet along the West line of said North Half; thence South $44^{\circ}08'02''$ East a distance of 141.68 feet; thence along a curve to the left, concave to the North, having a radius of 238 feet and an arc length of 190.77 feet; thence North $89^{\circ}38'51''$ East along the South line of said North Half a distance of 271.57 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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