



200406210181
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.

m8381
ACCOMMODATION RECORDING ONLY

GRANTOR: DECKER, MONTE & FRANCES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Northeast Quarter 10-35-7
ASSESSOR'S PROPERTY TAX PARCEL: 350710-1-001-0007/P42362; 350710-1-004-0004/P42370; 350710-0-011-0106/P42358; 350710-0-011-0205/42359; 350710-1-003-0203/P42368

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MONTE L. DECKER and FRANCES J. 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:

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 in a mutually agreed location.

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.

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 11th day of June, 2004.

GRANTORS:

MONTE L. DECKER and FRANCES J. DECKER

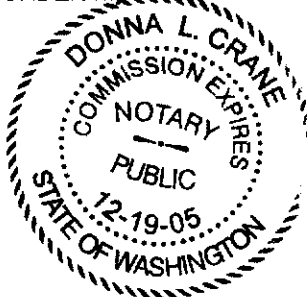
BY: Monte L. Decker

BY: Frances J. Decker

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 11th day of June, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MONTE L. DECKER and FRANCES J. DECKER** to me known to be the individuals 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.



Donna L. Crane
(Signature of Notary)

Donna L. Crane
(Print or stamp name of Notary)

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

My Appointment Expires: 12/19/05

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



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EXHIBIT "A"

PARCEL A:

That portion of the Northwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M., lying easterly of that certain 110 foot strip conveyed to Skagit County by deed recorded September 20, 1971, under Auditor's File No. 758244, records of Skagit County, Washington.

PARCEL B:

The Northeast Quarter of the Northeast Quarter EXCEPT the East 30 feet thereof;

The North Half of the South Half of the Northeast Quarter EXCEPT the East 30 feet thereof in Section 10, Township 35 North, Range 7 East, W.M.

EXCEPT the following described portion:

That portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M., lying West of a line which commences 360 feet West of the Northeast corner of the above described subdivision and extends South 24° East to the intersection with the South line of the above described subdivision;

ALSO EXCEPT that portion of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 10, Township 35 North, Range 7 East, W.M. described as follows:

Commencing at the Northeast corner of said subdivision; thence South along the East line of said subdivision a distance of 224 feet; thence South 78° West a distance of 700 feet to the TRUE POINT OF BEGINNING; thence North 78° East a distance of 700 feet to the East line of said subdivision; thence North along the East line of said subdivision a distance of 224 feet to the Northeast corner of said subdivision; thence West along the North line of said subdivision a distance of 500 feet; thence South 45° West a distance of 400 feet; thence Southeasterly to the TRUE POINT OF BEGINNING;

AND ALSO EXCEPT that portion lying Northwesterly of that Southeasterly line of that certain tract of land conveyed to Skagit County for road purposes by deed recorded April 25, 1966 under Auditor's File No. 681944, records of Skagit County, Washington.

PARCEL C:

All that portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M., lying East of the following described line:



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Beginning at the Southeast corner of the above described subdivision; thence North 83°08'37" West along the South line of said subdivision a distance of 344.16 feet to the TRUE POINT OF BEGINNING; THENCE North 08°07'45" East a distance of 232.89 feet to the P.C. of a 17° curve to the right; thence following said 17° curve to the right a distance 252.81 feet to a point on the West line of that certain tract of land conveyed to Jack Graham by deed dated January 15, 1965 and recorded under Auditor's File No. 661227, records of Skagit County, Washington.

EXCEPT from said PARCEL C any portion thereof lying with the boundaries of PARCEL B hereinabove described.

PARCEL D:

That portion of the South Half of the South Half of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M., lying Northerly of that certain tract conveyed to Theodore Mathis and Nora Mathis by deed dated June 21, 1949 and recorded October 26, 1949, under Auditor's File No. 437354, records of Skagit County, Washington, and Easterly of Tract "A" of SHORT PLAT NO. 24-79, approved April 27, 1979, and recorded April 27, 1979, under Auditor's File No. 7904270045, records of Skagit County, Washington, and Westerly of that certain tract conveyed to Skagit County for road purposes by deed dated July 30, 1945, and recorded August 13, 1945, under Auditor's File No. 382539, records of Skagit County, Washington; also being a portion of Tract B of Lot B, SKAGIT COUNTY SHORT PLAT NO. 24-79, approved April 21, 1979, and recorded April 27, 1979, in Volume 3 of Short Plats, page 104, under Auditor's File No. 7904270045, records of Skagit County, Washington; being a portion of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M.

PARCEL E:

That portion of the North Half of the Southeast Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East, W.M., described as follows: Commencing at the Northeast corner of said subdivision; thence South along the East line of said subdivision a distance of 224 feet; thence South 78° West a distance of 700 feet to the TRUE POINT OF BEGINNING; thence North 78° East a distance of 700 feet to the East line of said subdivision; thence North along the East line of said subdivision a distance of 224 feet to the Northeast corner of said subdivision; thence West along the North line of said subdivision a distance of 500 feet; thence South 45° West a distance of 400 feet; thence Southeasterly to the TRUE POINT OF BEGINNING;

EXCEPT the East 30 feet as deeded to Skagit County for road under Auditor's File No. 382539, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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