



200510170172

Skagit County Auditor

10/17/2005 Page 1 of 3 1:49PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: BOOKS, LESTER & MARCIA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Lot 4, Rancho San Juan Del Mar No. 2
ASSESSOR'S PROPERTY TAX PARCEL: P68245; P68246; P68244; P107939

FIRST AMERICAN TITLE CO.

M8678-2

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LESTER C. BOOKS and MARCIA BOOKS, 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" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 being located along the south and east lines of that portion of the above described Property lying easterly of the county road.

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

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SW 2-34-1

No monetary consideration paid

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 7th day of October, 2005.

BY: Lester C. Books
LESTER C. BOOKS

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 17 2005

BY: Marcia Books
MARCIA BOOKS

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

STATE OF WASHINGTON)
) SS
COUNTY OF Clark)

On this 7th day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me **LESTER C. BOOKS and MARCIA BOOKS** known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her their free and voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Elizabeth M.A. Callander
(Signature of Notary)
Elizabeth M.A. Callander
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Ridgefield, WA
My Appointment Expires: October 1, 2007

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

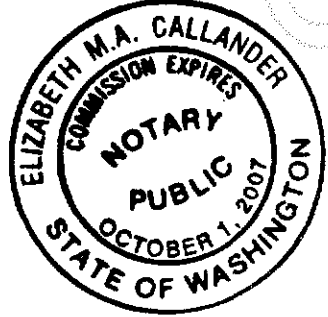


EXHIBIT "A"

That portion of Lot 4, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, lying East of the county road;

TOGETHER WITH Lots 2 and 3, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, EXCEPT the South 20 feet of said Lot 2;

AND TOGETHER WITH that portion of Tract C, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said Tract C; thence North 0°14'05" East, along the east line of said Tract C, a distance of 345.00 feet; thence South 87°50'36" West, a distance of 262.26 feet; thence South 31°38'57" West, a distance of 393.68 feet to a point on the intersection on the Easterly margin of county road as shown on said plat and the North line of said Lot 4; thence East along the North line of said Lot 4, a distance of 467.23 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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