



200710010161
Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GRANTOR: ROWLAND, DAVID & TRUDY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW¼ NE¼ 23-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P27616/340423-0-016-0001

GUARDIAN NORTHWEST TITLE CO.

M9103

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DAVID ROWLAND AND TRUDY ROWLAND, 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. Said centerline to be generally described as extending from an existing pole (Grid no. 452366/165482) to an alignment lying northerly of the current overhead electrical service, said existing alignment to be abandoned.

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:

Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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

UG Electric 11/1998
NE 23-34-4
64654/105047353

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 22nd day of September, 2007.

GRANTOR:

BY: [Signature]

DAVID ROWLAND

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 01 2007

BY: [Signature]

TRUDY ROWLAND

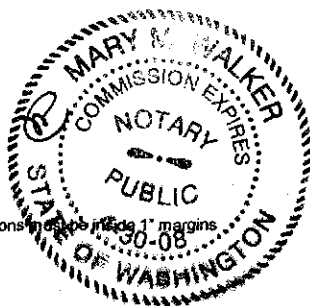
Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)

COUNTY OF Skagit) ss

On this 22nd day of Sept, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID ROWLAND AND TRUDY ROWLAND**, to me 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.



[Signature]
(Signature of Notary)

Mary M Walker
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Bount Vernon
My Appointment Expires: 4-30-08

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



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EXHIBIT "A"

Parcel A:

That portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the North line of said subdivision a distance of 781 feet East of the Northwest corner thereof;
Thence South a distance of 346.5 feet;
Thence West a distance of 260 feet to the TRUE POINT OF BEGINNING;
Thence South a distance of 280 feet;
Thence West a distance of 220 feet, more or less, to Nookachamps Creek;
Thence Northerly along said creek to the Southwest corner of a tract conveyed to Fred L. Schleusner, et ux, by deed recorded October 27, 1959, under Auditor's File No. 587207, records of Skagit County, Washington;
Thence East to the Southeast corner of said Schleusner Tract;
Thence North along the East line of said Tract to a point that is due West of the true point of beginning;
Thence East to the TRUE POINT OF BEGINNING.

Parcel B:

That portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 34 North, Range 4 East W.M., described as follows:

Beginning at the North ¼ corner of said Section 23;
Thence South 87°25" East along the North line of said Section 23 a distance of 781 feet;
Thence South 02°35'00" West at right angles to said subdivision line, being also noted at South in that certain Real Estate Contract date May 20, 1970, between Theodore Richey, the Seller, and Wallace A. Wold, the Purchaser, as recorded under Auditor's File No. 739913, records of Skagit County, Washington, a distance of 346.50 feet;
Thence North 87°25' West noted as West in said Real Estate Contract a distance of 346.50 feet;
Thence North 87°25' West noted as West in said Real Estate Contract a distance of 260.00 feet to the Northeast corner of said Wold parcel;
Thence 02°35'00" West along the East line of said Wold parcel, which is noted as South in said Real Estate Contract, a distance of 280 feet to the TRUE POINT OF BEGINNING;
Thence North 02°35'00" East along the East line of said Wold parcel 280 feet;
Thence South 87°25' East a distance of 34.45 feet;
Thence South 05°49'01" East a distance of 296.07 feet;
Thence South 84°11'22" West a distance of 170.00 feet, more or less, to Nookachamps Creek;
Thence Northerly along said Creek a distance of 40 feet, more or less, to the intersection with a line bearing North 87°25'00" West from the true point of beginning;
Thence South 87°25'00" West a distance of 100 feet, more or less, to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.



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