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RETURN ADDRESS: Puget Sound Energy, Inc. Attn: R/W Department 1660 Park Lane Burlington, WA 98233

# **EASEMENT**

m-9223

GRANTOR: GRANTEE: **BLUNT. WILLIAM & PATSEY** 

**PUGET SOUND ENERGY. INC.** 

SHORT LEGAL: Portion 7-35-6

ACCOMMODATION RECORDING ONLY

GUARDIAN NORTHWEST TITLE CO.

ASSESSOR'S PROPERTY TAX PARCEL: P40811/350607-4-004-0103; P40810/350607-4-004-0004;

P40812/350607-4-005-0003; P117904/350607-3-001-0100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, WILLIAM A. BLUNT, II. and PATSEY A. BLUNT, 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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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 groundmounted 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 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. No monetary consideration paid

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- 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	day of	, 2008.
GRANTOR:		
BY: 26:00-	CBO.	SKAGIT COUNTY WASHINGTON
WILLIAM A	. BLUNT	REAL ESTATE EXCISE TAX
BY: Patren	Q. Blunt	AUG 1 1 2008
PATSEY A.	BLUNT	Amount Paid \$65 Skapit Co. Treasurer By Mun Deputy
STATE OF WASHIN	NGTON ) ) SS	
COUNTY OF On this	tay of Augi	مرل , 20 <u>08,</u> before me, a Notary Public in and for the Stat
of Washington, du	ly commissioned and sw wn to be the individual(s)	vorn, personally appeared WILLIAM A. BLUNT and PATSEY A who executed the within and foregoing instrument, and acknowledge free and voluntary act and deed, for the uses and purposes thereio
GIVEN UN written.	DER my hand and official	seal hereto affixed the day and year in this certificate first above
STATE OF	RY PUBLIC WASHINGTON G ALDRIDGE Expires Nov. 20, 2009	(Signature of Notary)  PMED G. Aldwidge  (Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at Sedm Washington.
Notary seal, text and all notations m	nust be inside 1° margins	My Appointment Expires: 1,-20-09



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# EXHIBIT "A"

#### PARCEL A:

Northeast Quarter of the Northeast Quarter of Northwest Quarter of Southeast Quarter of Section 7, Township 35 North, Range 6 East W.M.

## PARCEL B:

The Northwest Quarter of the Southeast Quarter of Section 7, Township 35 North, Range 6 East W.M.

EXCEPT the Northeast Quarter of the Northeast Quarter of Northwest Quarter of Southeast Quarter of Section 7, Township 35 North, Range 6 East W.M.

#### PARCEL C:

That portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 35 North, Range 6 East W.M., lying Northerly of the following described line:

Beginning at a point on the West line of said subdivision that lies 770 feet North of the Southwest corner thereof;

Thence Southeasterly in a straight line a distance of 1,244.4 feet, more or less, to a point on the East line of said subdivision that line 470 feet North of the Southeast corner thereof.

### PARCEL D:

The North one-quarter of the Northeast Quarter of the Southwest Quarter of Section 7, Township 35 North, Range 6 East W.M.

Situate in the County of Skagit, State of Washington.

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