



199911230084

Kathy Hill, Skagit County Auditor

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**RETURN ADDRESS:**

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

**EASEMENT** FIRST AMERICAN TITLE CO.  
**ACCOMMODATION RECORDING ONLY**

REFERENCE #: 27971

GRANTOR: RICHARD M. WARD AND LINDA F. WARD, HUSBAND AND WIFE

GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION

SHORT LEGAL: LOTS 17&amp;18 AND PTN LOT 16 AND A PORTION OF TRACT D RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1

ASSESSOR'S PROPERTY TAX PARCEL: 3972-000-018-0008/P68203, 3972-000-017-0009-

m7139

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RICHARD M. WARD AND LINDA F. WARD, 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 County, Washington:

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 right of way ten (10) feet in width with five (5) feet on either side of a centerline described as follows:

**AS CONSTRUCTED OR TO BE CONSTRUCTED ON THE ABOVE  
DESCRIBED PROPERTY.**

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. **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; and.

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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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 was paid*

caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

**6. 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 shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Easement Area within any period of time from the date hereof.

**7. Successor 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 16<sup>th</sup> day of November, 1999.

GRANTOR:

BY: [Signature]  
RICHARD M. WARD

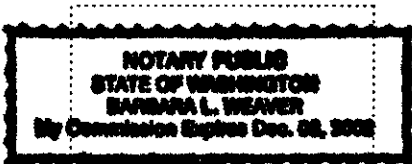
BY: [Signature]  
LINDA F. WARD

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STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this day personally appeared before me **RICHARD M. WARD AND LINDA F. WARD, HUSBAND AND WIFE**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of November 1999.



Notary Seal Here

Barbara L. Weaver

Print Name: Barbara L. Weaver

Notary Public in and for the State of Washington

Residing at Vancouver, WA

My commission expires Dec. 06, 2002

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 23 1999

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



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