

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



200010240006

, Skagit County Auditor

10/24/2000 Page 1 of 3 9:23:30AM

EASEMENT

REFERENCE #:
GRANTOR: **BROWN**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptn SW ¼, Sec 13, T36N, R3E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **360313-3-001-0200/P109095**

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

M7406

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LISLE W. BROWN**, as his separate estate ("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:

LOT 2 OF SHORT PLAT No. 95-0036, APPROVED JUNE 26, 1996, RECORDED IN VOLUME 12 OF SHORT PLATS, PAGES 115 AND 116, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. SITUATE IN SKAGIT 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:
An Easement Area **10 (TEN)** feet in width having **5 (FIVE)** feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED OR TO BE CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY, GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING PUGET SOUND ENERGY GROUND MOUNTED ELECTRICAL VAULT AND TRANSFORMER; THENCE NORTHERLY TO THE NORTH LINE OF 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 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; ~~also optic cables 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 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

no monetary consideration was paid

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 10 day of Oct, 2000.

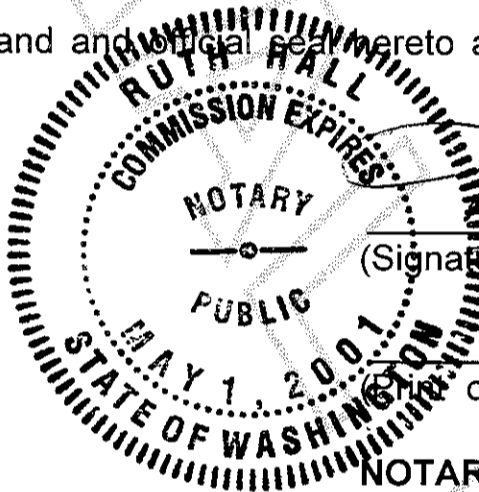
GRANTOR:

BY: Lisle W. Brown
LISLE W. BROWN

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 10th day of Oct, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LISLE W. BROWN**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



Ruth Hall
(Signature of Notary)

Ruth Hall
or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at mt Vernon
My Appointment Expires: 5-1-2001

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 24 2000

Amount Paid \$ 0
Skagit County Treasurer
By: DC Deputy



200010240006
Skagit County Auditor

FOUND AND HELD
 RADER AND LEONARD

