

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



200110160054
Skagit County Auditor

10/16/2001 Page 1 of 3 11:42:48AM

EASEMENT

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

GRANTOR: SCHLEIFF, ROBERT & JUANITA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn Lots 6 and 7, Blk 2 Moore's Add. To Woolley
ASSESSOR'S PROPERTY TAX PARCEL: 4167-003-006-0009/R76827

M7675

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ROBERT E. SCHLEIFF and JUANITA S. SCHLEIFF**, husband and wife ("Grantor" herein), hereby convey and warrant 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 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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:

ALL THAT PORTION OF THE ABOVE DESCRIBED TRACT LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 24 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF SAID TRACT WHICH POINT IS 6 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT; THENCE WEST ALONG THE SOUTH LINE TO THE TRUE POINT OF BEGINNING.

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: Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any 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 or lines 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.

OH Electric Easement 11/1998
35318/104057558
NW 24-35-4

No monetary consideration was paid

EXHIBIT A

That portion of Lot 6 and Lot 7, Block 3, "MOORE'S ADDITION TO WOOLLEY", according to the plat thereof recorded in Volume 2 of Plats, Page 62, records of Skagit County, Washington, and of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of said Lot 7, which is 15.00 feet East of the Southwest corner thereof; thence South 87 degrees 55' 33" West along the South line of Lot 7, and Lot 8, a distance of 63.48 feet to a point which is 1.52 feet East of the Southwest corner of Lot 8; thence North 00 degrees 38' 36" East, a distance of 132.08 feet to the North line of said Southeast 1/4 of the Northwest 1/4; thence North 88 degrees 22' 21" East along said North line, a distance of 89.88 feet; thence South 2 degrees 04' 14" East, a distance of 4.19 feet; thence South 65 degrees 48' 39" West, a distance of 41.20 feet; thence South 1 degree 40' 55" East, a distance of 50.05 feet; thence South 88 degrees 45' 47" East, a distance of 6.06 feet; thence South 2 degrees 04' 14" East, a distance of 61.10 feet to the point of beginning.



200110160054
Skagit County Auditor

10/16/2001 Page 3 of 3 11:42:48AM