

RETURN ADDRESS:
Puget Sound Energy, Inc.

Attn: R/W Department 1700 East College Way Mount Vernon, WA 98273

EASEMENT

FIRST AMERICAN TITLE CO ACCOMMODATION RECORDING ONLY M7814

GRANTOR: GRANTEE: CLINE, WAYNE & CYNTHIA

GRANTEE: PUGET SOUND ENERGY, INC. SHORT LEGAL: Lot 9, Blk 5 Bingham Acreage

ASSESSOR'S PROPERTY TAX PARCEL: 3864-005-009-0000/P118249

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, WAYNE W. CLINE and CYNTHIA S. CLINE, 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:

LOT 9, BLOCK 5, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

THE EAST 10 FEET OF THE SOUTH 10 FEET OF THE NORTH 35 FEET OF THE ABOVE DESCRIBED TRACT.

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 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.

UG Electric 11/1998 No more tary consideration was paid

NW 12-34-4

- 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 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.

respective successors and assigns.	ons of the parties shall inure to the benefit of and be binding up	pon tne
DATED this day of	1/2) pr (), 2002.	
GRANTOR:		
	SKAGIT, COUNTY WASHINGTON	
BY: evon w len	Real Estate Excise Tax	
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BY: Conthins Clina	APR 2.2 2002	
	0	
	Amount Paid S Skagit County Treasurer	
STATE OF WASHINGTON)	By: Deputy	
) SS		
COUNTY OF)		
On this / Z/ day of	, 2002, before me, a Notary Public in and for the State	25
Washington, duly commissioned and sw	vorn, personally appeared 1704/12 2014 cecuted the within and foregoing instrument, and acknowledged that	
signed the same as the free and vol	pluntary act and deed, for the uses and purposes therein mentioned	Ī.
ON /TALLINDED may bend afficial acq	al barata affixed the day and year in this partificate first shove writte	an .
GIVEN UNDER my hand and onicial sea	al hereto affixed the day and year in this certificate first above writte	311.
	Denesi & Rhose	
N' RHONE	(Signature of Notary)	
A EXPIRE	(Orginature of Noterly)	
Z G ARY	(Dailed and Administration of Market)	N. M.
	(Print or stamp name of Notary) NOTARY PUBLIC in, and for the State of Washington.	"
O DUBLINA O	residing at Laro Wooley	544
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Skagit County Auditor

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