

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 M7871

REFERENCE #:

GRANTOR:

GRANTEE:

MUMFORD

PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOTS 3 & 4, SP 93-006, VOL 10 OF SP, PG 193, AF 9305190015 PTN OF SW 1/4 SEC 13, TWP 35 N, RGE 4E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P103826 & P36477

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, JAMES R. MUMFORD III and DEBORA MUMFORD, 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:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 13, 1,005.6 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE 331.3 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,315 FEET; THENCE SOUTH 331.3 FEET; THENCE WEST 1,315 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD ALONG THE WEST LINE THEREOF.

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE SKAGIT COUNTY, WASHINGTON.

Except as may be otherwise set forth herein Grantee's	s rights shall be exercised upon that portion of	
the Property ("Easement Area" herein) described as follows:		
An Easement Area feet in width having	feet of such width on each side of	
a centerline described as follows:		

ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR EASEMENT NO. 1: HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY.

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 gas and electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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

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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 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.

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DATED this 25th day of	<u>une</u> , 2002.	
GRANTOR:		
By: James R. MUMFORD III	· real catalogic xcise hax?	
STATE OF WASHINGTON)	JUL 02 2002	
) SS COUNTY OF SKAGIT)	Amount Paid \$ Skagit County Treasurer By: O Deputy	
On this 25 ¹ day of , 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES R. MUMFORD III and DEBORA MUMFORD , to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.		
Written. Olanie E. MORO ONOTARY F.	(Signature of Notary)	
IL OR MACHING	(Print or stamp name of Notary)	
Miller	NOTARY PUBLIC in and for the State of Washington, residing at SE DV (
Notary seal, text and all notations must be inside 1" margins.		

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