



200303310332

Skagit County Auditor

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**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

GRANTOR: ERICKSON, DONALD & PATRICIA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lot 31 Plat of Tinas Coma  
ASSESSOR'S PROPERTY TAX PARCEL: P117066

**ACCOMMODATION RECORDING ONLY**

18054

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DONALD R. ERICKSON and PATRICIA A. ERICKSON, 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 31, "PLAT OF TINAS COMA", as per plat recorded on August 11, 2000, under Auditor's File No. 200008110004, 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:

**THAT PORTION OF LOT 31 IN THE ABOVE DESCRIBED "PLAT OF TINAS COMA", LYING WITHIN THE 20 FOOT ACCESS EASEMENT AS SET FORTH ON THE FACE OF SAID PLAT EXCEPT WHERE BUILDING FOOTINGS, RETAINING WALLS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES PRECLUDE. IN SUCH CASE, THE FOOTINGS, ROCK WALL, FOUNDATIONS AND/OR SUBSURFACE STRUCTURES WILL BECOME THE BOUNDARY OF THE EASEMENT.**

**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

**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

UG Electric 11/1998  
40684  
SE 32-35-4

*No monetary consideration was paid.*

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.

DATED this 27<sup>th</sup> day of FEBRUARY, 2003.

GRANTOR:

BY: Donald R. Erickson  
DONALD R. ERICKSON

BY: Patricia A. Erickson  
PATRICIA A. ERICKSON

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

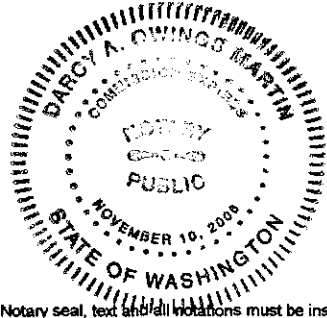
MAR 31 2003

Amount Paid \$  
Skagit County Treasurer  
By: Deputy

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 27 day of FEBRUARY, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD R. ERICKSON and PATRICIA A. ERICKSON, to me known to be the individual(s) 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.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Darcy A. Owings Martin  
(Signature of Notary)

Darcy A. Owings Martin  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Burlington

My Appointment Expires: 11-10-05

Notary seal, text and all notations must be inside 1" margins



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