



200305060080
Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GRANTOR: CLARK, HOWARD & JUDY; CLARK, CONNIE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 4, 7-35-11
ASSESSOR'S PROPERTY TAX PARCEL: P45886; P45887

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M8089

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **HOWARD CLARK and JUDY CLARK, husband and wife and CONNIE CLARK** ("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:

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.**

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:

Easement Area 1: The North 15 feet of that portion of Government Lot 5, said Section 7, lying Westerly of the State Highway and lying Easterly of the west line extended north of Lot 4 of Short Plat No. 97-0013, approved March 23, 1999 and recorded March 23, 1999, in Volume 14 of Short Plats, pages 11 and 12, under Auditor's File No. 9903230165.

Easement Area 2: The North 50 feet of those portions of said Government Lot 5 and Government Lot 4 lying Westerly of the west line extended north of Lot 4 of Short Plat No. 97-0013, approved March 23, 1999 and recorded March 23, 1999, in Volume 14 of Short Plats, pages 11 and 12, under Auditor's File No. 9903230165.

Easement Area 3: The South 10 feet of the North 60 feet of the East 20 feet of the West 720 feet of said Government Lot 4.

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 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.

No monetary consideration was paid

EXHIBIT "A"

PARCEL "A":

That portion of Government Lot 5, Section 7, Township 35 North, Range 11 East, W.M. lying Westerly of the State Highway.

EXCEPT the North 15 feet thereof, and also

EXCEPT all of Short Plat No. 97-0013, approved March 23, 1999 and recorded March 23, 1999, in Volume 14 of Short Plats, pages 11 and 12, under Auditor's File No. 9903230165, and also

EXCEPT that portion lying within Short Plat 26-74, approved July 3, 1974.

PARCEL "B":

Government Lot 4, Section 7, Township 35 North, Range 11 East, W.M.

EXCEPT the North 15 feet thereof, and

EXCEPT the West 720 feet thereof, and

EXCEPT that portion lying within the South 363.80 feet of the West 1027.33 feet of said Government Lot 4.

PARCEL "C":

The West 720 feet of Government Lot 4, Section 7, Township 35 North, Range 11 East, W.M.

EXCEPT that portion lying within the South 363.80 feet of the West 1027.33 thereof,

Together with the North 15 feet of that portion of Government Lot 5 in said Section 7 lying Westerly of State Highway 20 and

TOGETHER WITH the North 15 feet of Government Lot 4 in said Section 7, EXCEPT the West 720 feet thereof.

Situate in the County of Skagit, State of Washington.



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