



200310220208

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 ACCOMMODATION RECORDING ONLY**

GRANTOR: FOLEY, RONALD J. & MARGARET T.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lot 2-B SP 3-84 in NW 1/4 17-34-2  
ASSESSOR'S PROPERTY TAX PARCEL: P20436/340217-2-004-0704

FIRST AMERICAN TITLE CO.

M8711 -1

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RONALD J. FOLEY and MARGARET T. FOLEY, 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, along, across and through the following described real property ("Property" herein) in Skagit County, Washington:

**LOT 2-B, SHORT PLAT NO. 3-84, REVISED, APPROVED FEBRUARY 14, 1985, RECORDED FEBRUARY 15, 1985, IN BOOK 7 OF SHORT PLATS, PAGE 4, UNDER AUDITOR'S FILE NO. 8502150017; AND BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. AND FURTHER REVISED BY BOUNDARY LINE ADJUSTMENT RECORDED FEBRUARY 12, 2001 UNDER AUDITOR'S FILE NO. 200102120044.**

**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:

**A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel.**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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. 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 10/2003  
105026255/45438

*No monetary consideration was paid*

