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Skagit County Auditor

3/8/2004 Page 1 of 2 3:17PM

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

EASEMENT

FIRST AMERICAN TITLE CO.
m80802-3
ACCOMMODATION RECORDING ONLY

GRANTOR: **ROSS, JAMES & LINDA**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 35, Township 36 North, Range 3 East, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **360335-1-009-0003 P48698; 360335-1-006-0006 P48695**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES D. ROSS and LINDA S. ROSS, 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:

THE EAST THREE-QUARTERS OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF THE COUNTY ROAD, AS IT EXISTED ON OCTOBER 2, 1946.

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 Northerly 10 feet of the above described Property and 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 - generally described as follows: Beginning at a point on the north line of the above described Property, said point being 200 feet, more or less, from the northwest corner of the above described Property as measured along the north line thereof; thence east for 80 feet, more or less; thence southerly for a distance of 1435 feet, more or less, to the terminus of this centerline.

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.

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47500/105028123
NE 35-36-3

No monetary consideration paid

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.

DATED this 1st day of March, 2004.

GRANTOR:

BY: [Signature]
BY: [Signature]

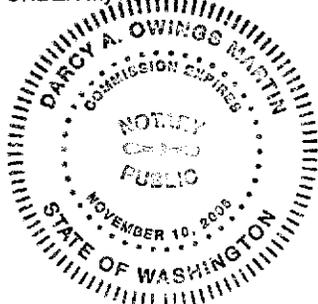
Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 08 2004

Amount Paid \$ 6
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 1st day of March, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James & Linda Ross, 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.
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]
(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

