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200405140156

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

FIRST AMERICAN TITLE CO.
m83b8
ACCOMMODATION RECORDING ONLY

GRANTOR: HOWARD, KENNETH & LAURA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Southeast Quarter 11-34-1 and Northeast Quarter 14-34-1
ASSESSOR'S PROPERTY TAX PARCEL: 340111-4-002-0501/P19190; 340111-4-010-0006;
340114-1-001-0300P121232

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KENNETH E. HOWARD and LAURA J. HOWARD, 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.

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:

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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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.

UG Electric 11/1998
48883/105029171
Se 11-34-1

No monetary consideration paid

POOR ORIGINAL
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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 8th day of May, 2004.

GRANTOR:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Kenneth W. Howard

MAY 14 2004

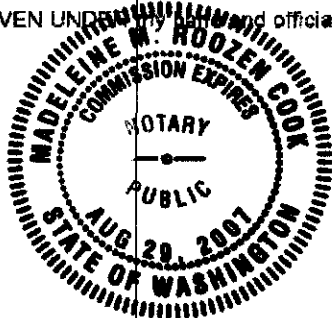
BY: Laura J. Howard

Amount Paid ☒
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 8th day of May, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth + Laura Howard 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)
Madeleine M. Roozen Cook

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County

My Appointment Expires: 8/29/2007

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



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EXHIBIT A**PARCEL A:**

LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. 3-83, APPROVED FEBRUARY 14, 1983, AND RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 50, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

EXCEPT THAT TRIANGULAR PORTION OF SAID LOT 2 LYING NORTH OF SHARPE ROAD,

TOGETHER WITH THE FOLLOWING DESCRIBED "TRACT X"

TRACT X

THAT PORTION OF THE EAST 20 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 87°13'43" WEST ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 644.87 FEET TO THE NORTHWEST CORNER OF SAID EAST 20 ACRES;

THENCE SOUTH 02°28'03" WEST ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 164.00 FEET;

THENCE NORTH 83°38'10" EAST, A DISTANCE OF 652.67 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 14 THAT LIES 60 FEET FROM THE POINT OF BEGINNING;

THENCE NORTH 02°28'23" EAST ALONG SAID EAST LINE A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT TRIANGULAR PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. LYING SOUTH OF SHARPE ROAD AND WEST OF THE WEST LINE OF SKAGIT COUNTY SHORT PLAT NO. 25-75, AS APPROVED AUGUST 28, 1975, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 51 RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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