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200405140158

Skagit County Auditor

5/14/2004 Page 1 of 2 3:19PM

RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.
m8308
ACCOMMODATION RECORDING ONLY

**GRANTOR: VARHAUG, EDWIN & IRENE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Tr. 3-A Alpine Meadows in 5-35-2
ASSESSOR'S PROPERTY TAX PARCEL: 350205-0-002-4009/P32828**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **EDWIN VARHAUG and IRENE VARHAUG, 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:

TRACT 3-A "REVISED SKAGIT COUNTY SHORT PLAT NO. 71-76" (THE ORIGINAL SHORT PLAT BEING ENTITLED "ALPINE MEADOWS"), APPROVED MARCH 25, 1981, RECORDED MAY 21, 1981 IN BOOK OF SHORT PLATS, PAGE 73, UNDER AUDITOR'S FILE NO. 8105210031 AND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.

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. Said centerline is generally described as beginning at an existing pole lying within the North 30 of the above described Property, said pole being 200 feet, more or less, west of the east line of said Tract 3-A; thence south 60 feet, more or less, to the north line of that certain 60 foot ingress, egress and utilities easement commonly known as Muriel Road and the terminus of the centerline.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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 11/1998
48727/105028967
SW 5-35-2

No monetary consideration paid

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.

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 7th day of May, 2004.

GRANTOR:

BY: Ed Varhaug

BY: Irene Varhaug

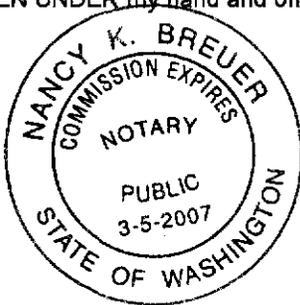
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 14 2004

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

STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish

On this 5th/7 day of May / May, 2004, before me, a Notary Public in and for the State of Ed Varhaug Washington, duly commissioned and sworn, personally appeared Irene Varhaug to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she designed the same as her/his 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.

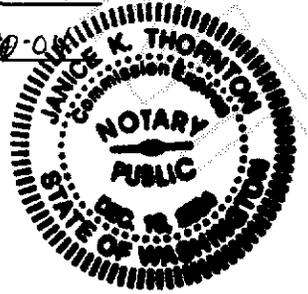


Nancy K. Breuer / Janice K. Thornton
(Signature of Notary)

Nancy K. Breuer / Janice K. Thornton
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at MORRICE / MOUNT VERNON

My Appointment Expires: 3-5-07 / 12-10-07



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



UNOFFICIAL DOCUMENT

