

200408090182
Skagit County Auditor
8/9/2004 Page 1 of 2 1:52PM

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

FIRST AMERICAN TITLE CO.
M8423
ACCOMMODATION RECORDING ONLY

EASEMENT

GRANTOR: COOLEY, TIMOTHY & FELLER, SHARON
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Block 1, BAKER
ASSESSOR'S PROPERTY TAX PARCEL: P70498/4048-001-026-0004

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **TIMOTHY E. COOLEY and SHARON P. FELLER, husband and wife** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation, **VERIZON NORTHWEST**, a Washington Corporation, and **MILLENNIUM DIGITAL MEDIA SYSTEMS, L.L.C.**, a Delaware Limited Liability Company (Puget, Verizon and Millennium are referred to herein collectively as "Grantees" and individually as "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:

LOTS 22, 23 AND 24 IN BLOCK 1, "BAKER" AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 63 RECORDS OF SKAGIT COUNTY, WASHINGTON EXCEPT THE SOUTH 5 FEET OF LOTS 20 AND 21 FOR STREET PURPOSES AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF CONCRETE BY DEED RECORDED UNDER AUDITOR'S FILE No. 200310280111.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Except as may be otherwise set forth herein each 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 as mutually agreed by the parties hereto.

1. **Purpose.** Each 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 gas and electricity and/or communication systems over and/or under the easement area. Such systems may include, but are not limited to:

Overhead facilities. 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; and

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

No monetary consideration paid

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, each Grantee may, from time to time, construct such additional facilities as it may require for such systems. Each Grantee shall have the right of access to the Easement Area over and across the Property to enable such Grantee to exercise its rights hereunder. Each Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by such Grantee.

2. Easement Area Clearing and Maintenance. Each Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Each 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.

4. Indemnity. Each Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of such Grantee's negligence in the exercise of the rights herein granted to such Grantee, but nothing herein shall require any 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 to a Grantee shall continue until such time as such Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate as to such Grantee and all rights granted to such Grantee, 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. Each 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 20th day of July, 2004.

GRANTOR:

BY: [Signature]

BY: [Signature]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 09 2004

Amount Paid \$ 0
By [Signature] Skagit Co. Treasurer Deputy

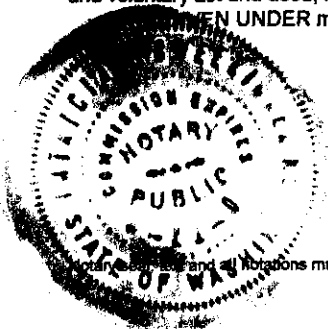
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this 20th day of July, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me TIMOTHY E. COOLEY and SHARON P. FELLER known to be the individual(s) 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.

WITNESSETH my hand and official seal hereto affixed the day and year in this certificate first above written.



Patricia R. Sneedinger
(Signature of Notary)

PATRICIA R. SNEEDINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

My Appointment Expires: 9/21/2005



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