



200409200123
Skagit County Auditor

9/20/2004 Page 1 of 2 1:24PM

RETURN ADDRESS:

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

EASEMENT

**GRANTOR: HARRISON, PETER & CYNTHIA
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 2, 26-36-2
ASSESSOR'S PROPERTY TAX PARCEL: P47151/360226-0-039-0001**

**WEST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY
m8443**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PETER R. HARRISON and CYNTHIA J. HARRISON, 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 WEST 115 FEET OF THAT PORTION OF GOVERNMENT LOT 2, IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 2 EAST W.M. EXCEPT THE WEST 15 FEET THEREOF; AND EXCEPT THE COUNTY ROAD ALONG THE SOUTH LINE THEREOF.

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 five (5) feet in width with two and one half (2½) feet on each side of the centerline of grantee's facilities as now constructed or to be constructed – generally described as follows:

- Area 1: Commencing at an existing pole located near the Southwest corner of the above described Property; and extending Northeasterly 15 feet more or less to the terminus of this centerline**
- Area 2: Commencing at an existing pole located near the Southwest corner of the above described Property; and extending Southwesterly to the North line of the County Road and 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:

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.

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

UG Electric 11/1998
51133/105031282
Lot 2 26-36-2

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 16TH day of SEPTEMBER, 2004.

GRANTOR:

BY: Peter R Harrison

BY: Cynthia Harrison

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 20 2004

Amount Paid \$
Skagit Co. Treasurer
By Sp Deputy

On this 16th day of SEPTEMBER, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PETER R. HARRISON & CYNTHIA HARRISON, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed.

WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Patricia R Sweeney
(Signature of Notary)

PATRICIA R SWEENER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERDON
My Appointment Expires: 9/21/05



Notary Seal, last and all notations must be inside 1" margins



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