

RETURN ADDRESS:

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



200410110033

Skagit County Auditor

10/11/2004 Page 1 of 3 2:44PM

EASEMENT

**GRANTOR: WELK, KENNETH & NANCY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot A SP ANA-97-004 in Northeast Quarter 24-35-1
ASSESSOR'S PROPERTY TAX PARCEL: P112625/350125-0-068-0200**

**FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KENNETH D. WELK and NANCY L. WELK, 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:

Lot "A" of City of Anacortes Short Plat No. ANA-97-004, approved January 12, 1998 and recorded January 16, 1998 as Skagit County Auditor's File No. 9801160018 in Volume 13 of Short Plats, pages 89 and 90; being a portion of the Southwest Quarter of the Northeast Quarter of Section 25, 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 a centerline described as follows:

Beginning at a point on the South line of the above described Property, said point being 10' feet, more or less, east of the Southwest corner of the above described Property; thence in a Northeasterly direction to a point on the East line of the above described Property, said point being 15 feet, more or less, north of the Southeast corner of the above described Property. The location of said centerline is shown on Exhibit "A" as hereto attached and by reference incorporated herein.

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 gas and 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 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.

OH Electric Easement 11/1998
50651
NE 25-35-1

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. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. 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.

5. 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.

6. 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.

7. 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 October, 2004.

BY: Kenneth D. Welk
KENNETH D. WELK

BY: Nancy L. Welk
NANCY L. WELK

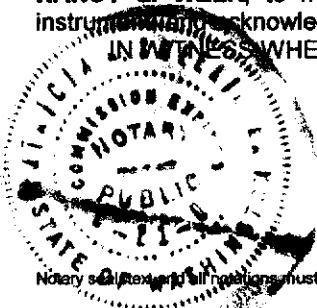
STATE OF WASHINGTON)

COUNTY OF)

) ss

On this 1st day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KENNETH D. WELK and NANCY L. WELK**, 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.

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



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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 11 2004

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

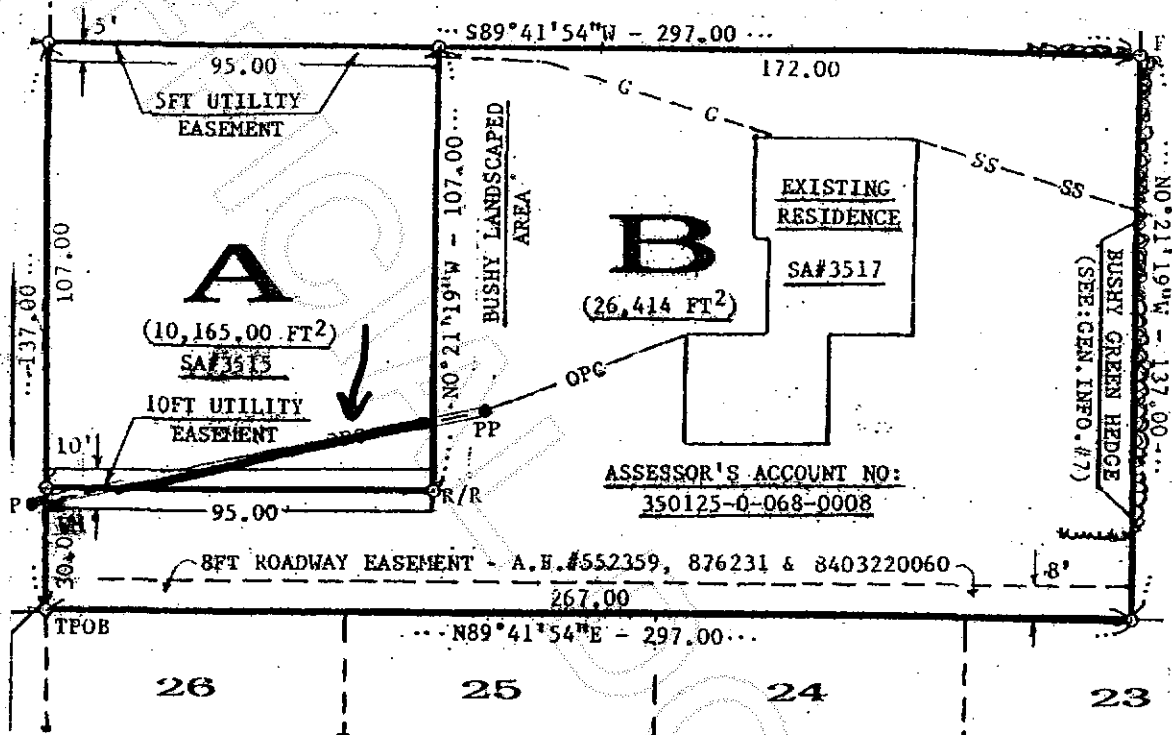
Patricia R. Sneider
(Signature of Notary)

PATRICIA R. SNEIDER
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON
My Appointment Expires: 11-1-05



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EXHIBIT "A"



Situate in the County of Skagit, State of Washington.



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