



200502230040
Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT
(customer form)

FIRST AMERICAN TITLE CO.

M8520

ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR: Ronald R. & Anne M. Smith

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Lot 30 GIBRALTER ANNEX

see full legal on page 2

ASSESSOR'S PROPERTY TAX PARCEL: P73635/4110-000-030-0003

OP or U MAP NO: 3402E068 JOB NO: 104131419 FILE: 53161

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,

RONALD R. & ANNE M. SMITH

("Grantor" herein), its successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), its successors and assigns 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.

EASEMENT LOCATION: Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by existing building footings, foundations, and/or subsurface structures.

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 gas and electricity. Together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems.

2. **Grantor's Use of Easement Area.** Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

DATED this 8th day of FEBRUARY, 2005

GRANTOR: BY:

BY:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXISTING
NOTES: SIGNATURES ARE REQUIRED OF
ALL CO-OWNERS OF PROPERTY

FEB 23 2005

STATE OF WASHINGTON)

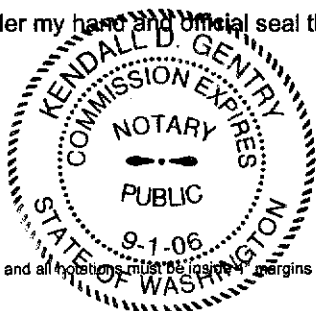
) SS

COUNTY OF)

Amount Paid \$ 0
Skagit Co. Treasurer
By RP Deputy

On this 8th day of FEBRUARY, 2005 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald R. & Anne M. Smith, to me 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.

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



Notary seal, text and all notations must be legible in margins

(Print or stamp name of Notary)

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

My appointment expires 9-1-06

No monetary consideration paid

EXHIBIT "A"

Tract 30, "GIBRALTER ANNEX", according to the plat thereof recorded in Volume 7 of Plats, Page 9, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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