



200505230145

Skagit County Auditor

5/23/2005 Page 1 of 4 1:33PM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

M 8581-1

GRANTOR: JOHNSON, KEITH & ALISON  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Southeast ¼ 4-33-4; Southwest ¼ 3-33-4; Northwest ¼ 10-33-4; NE 9-33-4  
ASSESSOR'S PROPERTY TAX PARCEL: P101554/30409-1-001-0100; P16758/330409-1-001-0005;  
P101558/330404-1-002-0600; P16287/330404-1-002-0058; P102860/330403-1-001-0100; P16247/330403-3-003-  
0005; P16603/330410-1-001-0408; P16605/330410-2-001-0000; P16600/330410-1-001-0101

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KEITH S. JOHNSON and ALISON R. JOHNSON, 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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 – generally described as follows:**

**Beginning at the southerly terminus of that certain easement recorded under Auditor's File No. 9106050085; thence in a southerly and easterly direction (as shown on Exhibit "B" attached hereto and by this reference made a part hereof) to the communication tower site shown thereon and the terminus of this centerline description.**

**Grantor agrees to maintain cleared vehicular access to the entire easement area.**

**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 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 2nd day of August, 2004.

GRANTOR:

BY: Keith S. Johnson  
**KEITH S. JOHNSON**  
BY: Alison R. Johnson Bq  
**ALISON R. JOHNSON**

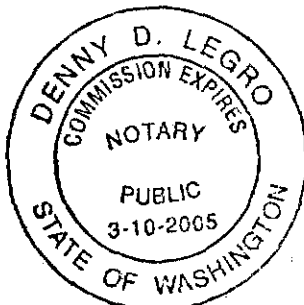
Basement  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 23 2005

STATE OF WASHINGTON )  
COUNTY OF ) SS

Amount Paid to  
Skagit Co. Treasurer  
By Adm Deputy

On this 2nd day of AUGUST, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KEITH S. JOHNSON and ALISON R. JOHNSON**, 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 hereto affixed the day and year in this certificate first above written.



Denny D. Legro  
(Signature of Notary)  
**DENNY D. LEGRO**  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNON  
My Appointment Expires: 3-10-05

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



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EXHIBIT "A"

The South Half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 3, Township 33 North, Range 4 East, W.M.

ALSO that portion of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 4, Township 33 North, Range 4 East, W.M. lying South of the Plat of Cascade Ridge Court as recorded in Vol. 16 of Plats, pages 87-89 under AF #9601190017, the Plat of Cascade Ridge PUD as recorded in Vol. 14 of Plats, pages 112-121 under AF #9002220024, and Skagit County Short Plat No. 99-0007 as recorded under AF #9909150089 all records of Skagit County, Washington.

AND ALSO the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 9, Township 33 North, Range 4 East, W.M.

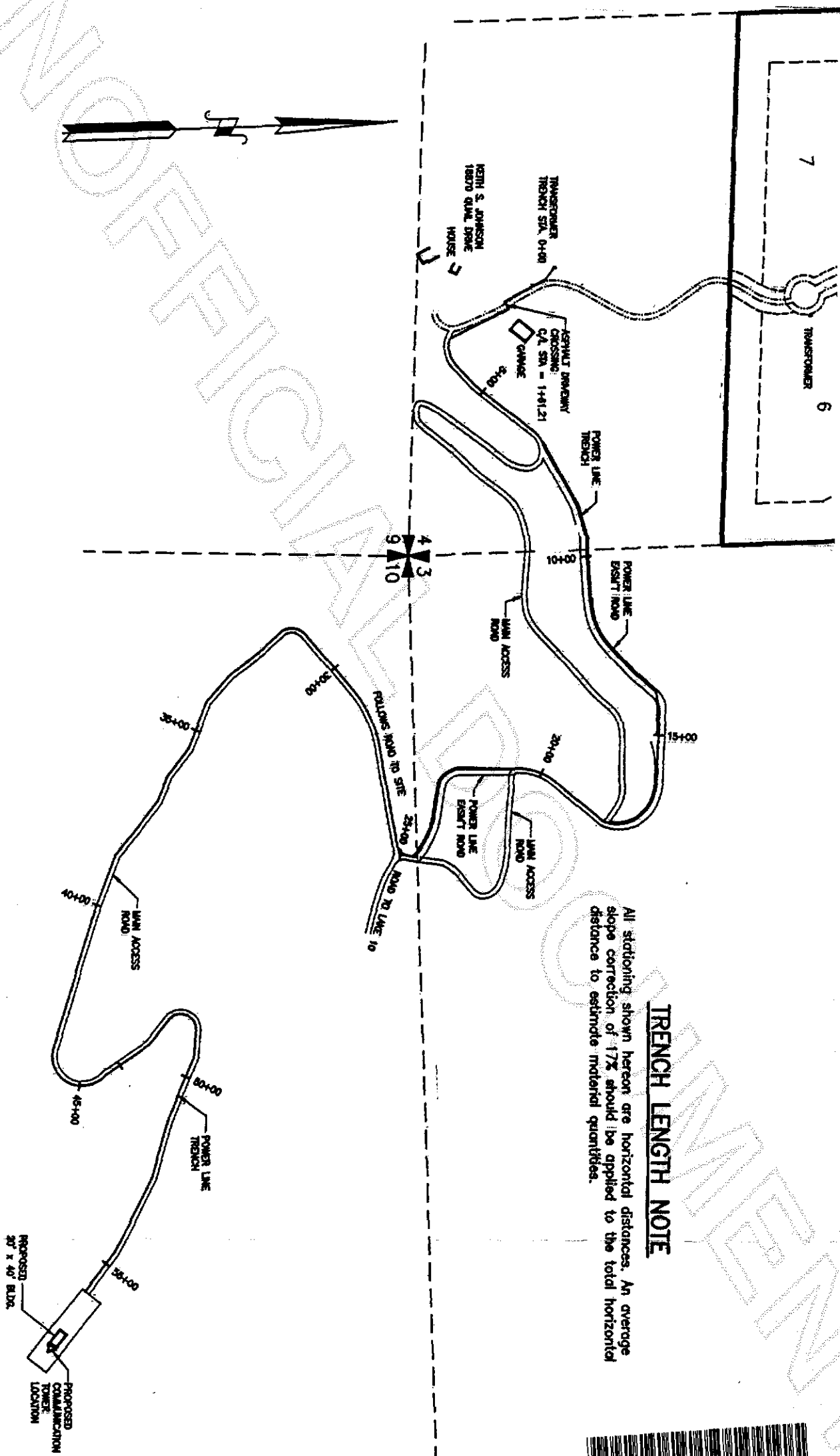
AND ALSO the North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 9, Township 33 North, Range 4 East, W.M.

AND ALSO the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) AND the North Half (N $\frac{1}{2}$ ) of the North Half (N $\frac{1}{2}$ ), EXCEPT the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); all in Section 10, Township 33 North, Range 4 East, W.M.



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EXHIBIT "B"



**TRENCH LENGTH NOTE**  
All stationing shown hereon are horizontal distances. An average slope correction of 17% should be applied to the total horizontal distance to estimate material quantities.

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