



200506200172

Skagit County Auditor

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RETURN ADDRESS:

Puget Sound Energy, Inc.

Attn: R/W Department

1700 East College Way

Mount Vernon, WA 98273

EASEMENTGRANTOR: **MCCANN, WAYNE & DORIS**GRANTEE: **PUGET SOUND ENERGY, INC.**SHORT LEGAL: **Portion Government Lot 8, 20-35-9**ASSESSOR'S PROPERTY TAX PARCEL: **P101345; 350920-0-012-0101**

FIRST AMERICAN TITLE CO.

M 8601-1

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WAYNE T. MCCANN and DORIS MCCANN, 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:

**THAT PORTION OF GOVERNMENT LOT 8 IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST W.M. LYING NORTHEASTERLY OF THE SAUK STORE ROAD;
EXCEPT THE NORTH 550 FEET 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 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 being located within that certain driveway easement as conveyed by document recorded under Auditor's File No. 200504200048.

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:

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

UG Electric 11/1998

38802405010400 583017992

SW 10-35-6/54925

No monetary consideration paid

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 6th day of May, 2005.

GRANTOR:

BY: Wayne T. McCann

BY: _____

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 20 2005

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

On this 06th day of May, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wayne T. McCann to me known to be the individual who executed the within and foregoing instrument, and acknowledged that ~~they~~ he signed the same as ~~his~~ his 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.

Walter D. Ross III
(Signature of Notary)

Walter D. Ross III
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Concrete

My Appointment Expires: 03-09-08

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



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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 14th day of June, 2005.

GRANTOR:

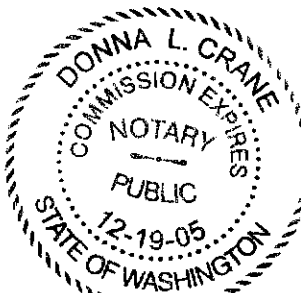
BY: Doris McCann

BY: _____

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 14th day of June, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Doris McCann to me known to be the individuals 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.



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

Donna L. Crane
(Signature of Notary)

Donna L. Crane
(Print or stamp name of Notary)

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

My Appointment Expires: 12/19/05



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