



200508150177
Skagit County Auditor

8/15/2005 Page 1 of 3 2:11PM

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

EASEMENT

FIRST AMERICAN TITLE CO.
M 8639-7

GRANTOR: **STEEN, GARY & DIANE**
GRANTEE: **PUGET SOUND ENERGY, INC.**

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: **Portion W $\frac{1}{2}$ NW $\frac{1}{4}$ 32-35-4**

ASSESSOR'S PROPERTY TAX PARCEL: **350432-0-010-0005 (P38176); 350432-0-011-0004 (P38177)
350432-2-011-0000 (P38209)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GARY A STEEN and DIANE M STEEN, 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" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 along that portion of the above described Property lying adjacent to County Shop Road. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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 continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

UG Electric 11/1998
55865/105036108
NW 32-35-4

No monetary consideration paid

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, 2005.

GRANTOR

BY: Gary A. Steen
GARY A STEEN

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

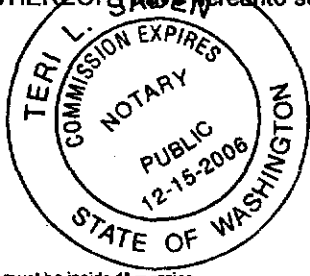
BY: Diane M Steen
DIANE M STEEN

AUG 15 2005

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

Amount Paid \$
Skagit Co. Treasurer
By ixam Deputy

On this 2nd day of August, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GARY A STEEN and DIANE M STEEN** 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.



Teri L. Saben
(Signature of Notary)
Teri L. Saben
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit Co.
My Appointment Expires: 12-15-06

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

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EXHIBIT "A"

PARCEL A:

The Northerly 369.67 feet of that portion of the East ½ of the West ½ of the Northwest Quarter of Section 32, Township 35 North, Range 4 East W.M., lying West of the Great Northern Railway Company right of way and East of the right of way conveyed to Pacific Northwest Traction Company by deed recorded in Volume 87 of Deeds, page 599, under Auditor's File No. 88568, EXCEPT a strip of land as conveyed to the Town of Burlington, by deed dated August 11, 1934 and recorded January 5, 1935 in Volume 166 of deeds, page 434, under Auditor's File No. 266815.

PARCEL B:

That portion of the West ½ of the West ½ of the Northwest Quarter of Section 32, Township 35 North, Range 4 East W.M., lying North of the following described line:

Beginning at a point on the West line of said Section that is 368.59 feet South of the Northwest corner thereof; thence South 89°06' East to the East line of said subdivision and the terminus of said line,

EXCEPT that portion lying East of the following described line:

Beginning at a point on the North line of said Northwest Quarter that is 9.71 chains (640.86 feet) East of the Northwest corner thereof; thence South to a point in the South line of said Northwest Quarter that is 9.74 chains (642.84 feet) East of the Southwest corner thereof.

ALSO EXCEPT that portion thereof lying within the boundaries of the State Highway running along the West line thereof, as conveyed to the State of Washington by documents recorded under Auditor's File No. 284054 and 570005, records of Skagit County, Washington.

AND ALSO EXCEPT that portion conveyed to Skagit County by instrument recorded on August 11, 1999, under Auditor's File No. 199908110040.

Situate in the County of Skagit, State of Washington.



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