



200508220232  
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

**EASEMENT**

ACCOMMODATION RECORDING ONLY  
M 8643-2  
FIRST AMERICAN TITLE CO.

GRANTOR: THOMPSON, SHAWN & DANNA, and THOMPSON, WILLIAM & DONNA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NE¼ 9-35-8  
ASSESSOR'S PROPERTY TAX PARCEL: 350809-1-001-0009/P43582; 350809-0-020-0008/P43551

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SHAWN S. THOMPSON and DANNA L. THOMPSON, husband and wife and WILLIAM H. THOMPSON and DONNA L. THOMPSON, 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 a centerline beginning at the intersection of the above described Property with the north line of Grassmere Road; thence northerly to the South line of Northeast Quarter of the nne4 of Section 9, Township 35 North, Range 8 East W.M.; thence in a easterly and northerly direction to the terminus of the centerline. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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.

**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.

*No monetary consideration paid*

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 \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY: Shawn S. Thompson  
**SHAWN S. THOMPSON**

BY: Danna L. Thompson  
**DANNA L. THOMPSON**

BY: William H. Thompson  
**WILLIAM H. THOMPSON**

BY: Donna L. Thompson  
**DONNA L. THOMPSON**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this 16<sup>th</sup> day of August, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **SHAWN S. THOMPSON and DANNA L. THOMPSON** 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.

Patricia R. Sneeringer  
(Signature of Notary)  
**PATRICIA R. SNEERINGER**

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at MT VERNON  
My Appointment Expires: 9/21/05

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this 17<sup>th</sup> day of AUGUST, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **WILLIAM H. THOMPSON and DONNA L. THOMPSON** 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.

Patricia Sneeringer  
(Signature of Notary)  
**PATRICIA R. SNEERINGER**

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at MT VERNON  
My Appointment Expires: 9/21/05

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 22 2005

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



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Skagit County Auditor

## EXHIBIT "A"

### PARCEL A:

That portion of the Southeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 East W.M., described as follows:

Beginning at the Northeast corner of Parcel "A" of those certain tracts conveyed to Tecla C. McDaniel, et al, by deed recorded January 29, 1981 as Auditor's File No. 8101290038; thence South  $81^{\circ}44'$  West along the North line of said Parcel "A", a distance of 398.10 feet to the Northwest corner thereof, which corner is also the Northeast corner of that certain tract of land conveyed to James D. Wilson by Deed recorded November 22, 1927 as Auditor's File No. 208787; thence West along the North line of said Wilson tract, 200 feet to the Northwest corner thereof; thence South along the West line of said Wilson Tract to the Northerly line of the road right of way conveyed to Skagit County by Deeds recorded August 2, 1915 as Auditor's File Nos. 109122 and 109123; thence Westerly along said Northerly line to the West line of said subdivision; thence North along the West line to the Northwest corner of said subdivision; thence East along the North line of said subdivision to the Northwest corner of Parcel "E" of those certain tracts conveyed to Tecla C. McDaniel, et al, by deed recorded January 29, 1981 as Auditor's File No. 8101290038; thence South along the West line of said tract to the point of beginning.

### Parcel B:

The Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 East W.M.

Situate in the County of Skagit, State of Washington.



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