



200509260165

Skagit County Auditor

9/26/2005 Page

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3 11:31AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: DUFFY, RICHARD as Trustee and as Guardian
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE $\frac{1}{4}$ NE $\frac{1}{4}$ 17-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P25886

FIRST AMERICAN TITLE CO.
M 8661-2
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RICHARD S. DUFFY, as Guardian of the Person and Estate of Marje W. Duffy per court order entered in Skagit County Cause No. 02-4-00173-4 and as Trustee of the Richard Duffy Testamentary Trust as created in Skagit County Probate Cause No. 03-4-00130-9** ("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 beginning at an existing transformer located near the northeast corner of the above described Property; thence north to the north line of the above described Property and the terminus of this centerline description. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

UG Electric 11/1998
56321/105037257
NE 17-34-4

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 15th day of September, 2005.

BY: Richard S. Duffy

RICHARD S. DUFFY,
as Guardian of the Person and Estate of Marje W. Duffy per court order entered in Skagit County Cause No. 02-4-00173-4 and
as Trustee of the Richard Duffy Testamentary Trust as created in Skagit County Probate Cause No. 03-4-00130-9

STATE OF WASHINGTON)

COUNTY OF Skagit) ss

On this 15th day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD S. DUFFY**, to me known to be the person who signed as **Guardian of the Person and Estate of Marje W. Duffy per court order entered in Skagit County Cause No. 02-4-00173-4 and as Trustee of the Richard Duffy Testamentary Trust as created in Skagit County Probate Cause No. 03-4-00130-9** and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as **as Guardian of the Person and Estate of Marje W. Duffy per court order entered in Skagit County Cause No. 02-4-00173-4 and as Trustee of the Richard Duffy Testamentary Trust as created in Skagit County Probate Cause No. 03-4-00130-9.**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 26 2005

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

Patricia R. Sneiderger
(Signature of Notary)

PATRICIA R. SNEEDGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at 11001 VERNON

My Appointment Expires: 9/21/05

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



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EXHIBIT "A"

PARCEL "M":

The North 285.33 feet of the South 565.33 feet of the West 333.00 feet of the East ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.,

TOGETHER WITH the North 285.33 feet of the South 565.33 feet of the East 15.00 feet of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.

ALSO TOGETHER WITH non-exclusive easements shown as Parcels "N" and "O" below:

PARCEL "N":

A non-exclusive easement for ingress, egress, drainage, utilities and signs over, under and upon the West 30.00 feet of the following described Parcel:

The East 98.50 feet of the West 143.50 feet of the North 250.00 feet of the South 280.00 feet of the East ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.,

TOGETHER WITH the West 45.00 feet of the North 250.00 feet of the South 280.00 feet of the East ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.,

TOGETHER WITH the East 15.00 feet of the North 250.00 feet of the South 280.00 feet of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.

EXCEPT that portion of said West 30 feet lying within Tract 1 of City of Mount Vernon Short Plat No. MV-11-80 approved November 21, 1980.

ALSO EXCEPT that portion of the said West 30 feet lying within the right-of-way for College Way along the South line thereof.

PARCEL "O":

A non-exclusive easement for ingress, egress, drainage, utilities and signs over, under and upon the North 30.00 feet of the South 391.50 feet of the East ½ of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.,

EXCEPT the West 333.00 feet thereof; AND EXCEPT the East 30.00 feet thereof.

Situate in the County of Skagit, State of



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