

RETURN ADDRESS:

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



200604030169

Skagit County Auditor

4/3/2006 Page 1 of 3 1:58PM

EASEMENT

ACCOMMODATION RECORDING ONLY

**GRANTOR: NORRIS, CLAY & MELISSA
GRANTEE: PUGET SOUND ENERGY, INC.**

FIRST AMERICAN TITLE CO.

M-8789

SHORT LEGAL: Portion SW¼ of SE¼ in 36-35-9

ASSESSOR'S PROPERTY TAX PARCEL: P106597/350936-0-012-0100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CLAY NORRIS and MELISSA NORRIS, 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:

THE NORTH 20 FEET OF THE ABOVE DESCRIBED PROPERTY.

ACCOMMODATION RECORDING ONLY

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.

No monetary consideration paid

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 March, 2006.

GRANTOR:

BY: [Signature]
CLAY NORRIS

BY: [Signature]
MELISSA NORRIS

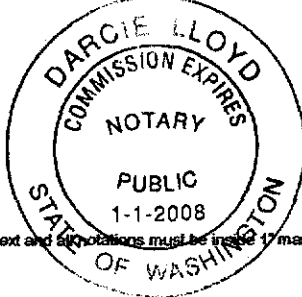
STATE OF WASHINGTON

COUNTY OF

) ss
)

On this 14th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CLAY NORRIS** and **MELISSA NORRIS** to me known to be the individuals who signed and executed the within and foregoing instrument, and acknowledged said instrument to be 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.



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

[Signature]
(Signature of Notary)

Darcie Lloyd
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Concrete
My Appointment Expires: 1-1-2008



200604030169

Skagit County Auditor

EXHIBIT "A"

That portion of the South $\frac{1}{2}$ of the Southwest Quarter of the Southeast Quarter of Section 36, Township 35 North, Range 9 East W.M., described as follows:

Beginning at the Northwest corner of said south $\frac{1}{2}$ of the Southwest Quarter of the Southeast Quarter; thence East 835 feet, more or less, to the Westerly line of Martin Road; thence South along said Road 210 feet, more or less, to the Northeast corner of that parcel described as the South $\frac{1}{2}$ of the Robbins Parcel in Deed to Ellen G. LaFayette, recorded December 19, 1994, under Auditor's File No. 9412190031, records of Skagit County, Washington; thence West 260 feet, more or less, to a hub and tack which is the Northwest corner of said South $\frac{1}{2}$ of the Robbins Parcel; thence West 610 feet, more or less, to an existing fence line; thence North to the point of beginning; EXCEPT the West 417 feet 5 inches of the North 208 feet 8.5 inches; AND EXCEPT any portion thereof which might lie within the East 500 feet of said South $\frac{1}{2}$ of the Southwest Quarter of the Southeast Quarter of said Section.

Situate in the County of Skagit, State of Washington.



200604030169
Skagit County Auditor