

RETURN ADDRESS:

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



200611200140

Skagit County Auditor

11/20/2006 Page 1 of 3 1:26PM

EASEMENT

FIRST AMERICAN TITLE CO.

MB906-2

REFERENCE #:

GRANTOR: DANIEL W. WALL AND MARTHA J. WALL

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: PTN GOV. LOT 3, 27-36-2E W.M. & TR. 51, MAP OF PADILLA BAY

ASSESSOR'S PROPERTY TAX PARCEL: 360227-0-048-0009, P47247

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DANIEL W. WALL AND MARTHA J. WALL** ("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:

PARCEL "A"

THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 27, TOWNSHIP 36, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF ALEXANDER STREET AND THE WEST LINE OF THE PLAT OF THE TOWN OF SAMISH; THENCE WEST ON THE CENTERLINE OF THE COUNTY ROAD AS CONVEYED BY DEED RECORDED IN VOLUME 188 OF DEEDS, PAGE 458, FOR A DISTANCE OF 514 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 100 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE PLAT OF THE TOWN OF SAMISH TO THE GOVERNMENT MEANDER LINE; THENCE EAST ON SAID MEANDER LINE TO A POINT 514 FEET WEST OF THE WEST LINE OF THE PLAT OF THE TOWN OF SAMISH; THENCE NORTH TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF EXISTING ROADS OR RIGHTS OF WAY.

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 (7) FEET IN WIDTH WITH FIVE (3.5) 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.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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.

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.

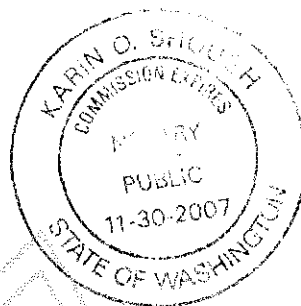
6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 8th day of November, 2006.

GRANTOR: DANIEL W. WALL AND MARTHA J. WALL

BY: Daniel W. Wall

BY: Martha J. Wall



STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 8th day of November, 2006, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DANIEL W. WALL** and **MARTHA J. WALL**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 8 0 2006

Amount Paid \$
By JP Skagit Co. Treasurer

Karin O. Shoultz
(Signature of Notary)

KARIN O. SHOULTZ
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at MOUNT VERNON
My Appointment Expires: 11-30-2007

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



200611200140
Skagit County Auditor

ALL-PURPOSE ACKNOWLEDGEMENT

State of Washington, Island County County} ss:

On 1/6/06 before me, Michele Walker

Personally appeared Daniel W Wall

FOR Puget Sound Energy
Parcel #360227-0-048-0009, 717247

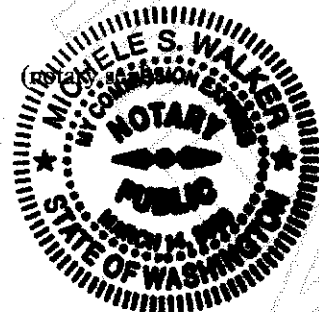
☐ Personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Michele S Walker

MICHELE S WALKER
Name (typed or printed)

My Commission Expires: 3-14-2009



200611200140
Skagit County Auditor