

RETURN ADDRESS:

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



200703050124

Skagit County Auditor

3/5/2007 Page

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2 11:42AM

EASEMENT

GRANTOR: E. C. DEMING TRUST
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SW¼ 35-36-3
ASSESSOR'S PROPERTY TAX PARCEL: P116961

FIRST AMERICAN TITLE CO.
148983
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN C. DEMING as TRUSTEE OF THE E. C. DEMING LIVING TRUST** dated January 3, 1994 ("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:

LOT 4 OF SKAGIT COUNT SHORT PLAT NO. 97-0012 AS APPROVED JULY 27, 2000 AND RECORDED JULY 28, 2000 UNDER AUDITOR'S FILE NO. 200007280006, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST W.M., SKAGIT COUNTY, WASHINGTON.

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:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

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.

UG Electric 11/1998
SW¼ 35-36-3
63296/105043500

No monetary consideration paid

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.

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 26 day of February 2007.
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTOR:

BY: G. John C. Deming
JOHN C. DEMING
as TRUSTEE OF THE E. C. DEMING LIVING TRUST dated January 3, 1994

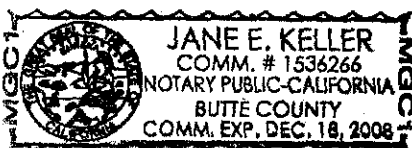
STATE OF ~~WASHINGTON~~)
COUNTY OF Butte) SS

MAR 05 2007

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

On this 26 day of February, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN C. DEMING**, to me known to be the person who signed as TRUSTEE OF THE E. C. DEMING LIVING TRUST dated January 3, 1994 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 TRUSTEE OF said E. C. DEMING LIVING TRUST dated January 3, 1994.

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



Jane E Keller
(Signature of Notary)

Jane E Keller
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Butte Community Bank
My Appointment Expires: 12-18-2008

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



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Skagit County Auditor