

RETURN ADDRESS:

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



200703190208
Skagit County Auditor
3/19/2007 Page 1 of 3 1:24PM

EASEMENT

GRANTOR: **LOHMAN, GARY & GAIL**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion Tract 9 and 10 Uplands in 25-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P27819**

FIRST AMERICAN TITLE CO.

M8994-2

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GAIL LOHMAN and GARY LOHMAN** ("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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

UG Electric 11/1998
NE 25-34-4
63034/105045461

No monetary consideration paid

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 12 day of march, 2007.

GRANTOR:

BY: Gary Lohman
GARY LOHMAN

BY: Gail Lohman
GAIL LOHMAN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

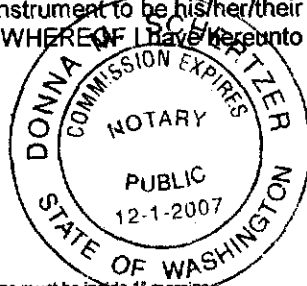
MAR 19 2007

Amount Paid \$
Skagit Co. Treasurer
By JP Deputy

STATE OF WASHINGTON)
COUNTY OF) ss

On this 12 day of march, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GARY LOHMAN AND GAIL LOHMAN**, 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.



Donna M. Schertzer
(Signature of Notary)

Donna M. Schertzer
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington
My Appointment Expires: 12-01-2007

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



200703190208
Skagit County Auditor

EXHIBIT "A"

PARCEL "A".

That portion of Tract 10 of that certain survey entitled "THE UPLANDS", filed December 14, 1982 under Auditor's File No. 8212140010 in Volume 4 of Surveys, page 56 through 61, inclusive, corrected by Affidavit recorded under Auditor's File No. 8212290015, records of Skagit County, Washington described as follows:

Beginning at the southwest corner of said Tract 10; thence North along the west line of said Tract 10, a distance of 1047.42 feet; thence S 28°58' 53" E, a distance of 1017.50 feet to the south line of said Tract 10; thence S 72° 18'04" W along the south line of said Tract 10, a distance of 517.50 feet to the point of beginning of this description.

PARCEL "B".

Tract 9 of that certain survey entitled "THE UPLANDS", filed December 14, 1982 under Auditor's File No. 8212140010 in Volume 4 of Surveys, page 56 through 61, inclusive, corrected by Affidavit recorded under Auditor's File No. 8212290015, records of Skagit County, Washington.

EXCEPT the portion thereof described as follows:

Commencing at the southeast corner of said Tract 9; thence North along the East line of said Tract 9, a distance of 1047.42 feet to the point of beginning of this description; thence N 54°19'41" W, a distance of 322.20 feet; thence N 69°06'43" W, a distance of 57.21 feet; thence N 78°16'08" W, a distance of 35.10 feet; thence S 00°00'00" W, a distance of 150.70 feet; thence S 46°54'09" E, a distance of 141.94 feet; thence S 68°02'06" W, a distance of 69.20 feet; thence S 00°00'00" W, a distance of 139.85 feet; thence S 68°02'06" W, a distance of 192.99 feet to a point on a non-tangent curve to left having a radial bearing of S 44°47'47" W and a radius of 45.00 feet; thence southerly, southwesterly, westerly and northwesterly along said curve through a central angle of 225°12'13" and an arc distance of 176.87 feet to the west line of said Tract 9; thence N 00°00'00" E along said west line a distance of 685.41 feet to the northwest corner of said Tract 9; thence S 77°06'17" E along the north line of said Tract 9, a distance of 94.82 feet to an angle point in said north line; thence N79°03'41" E along said north line, a distance of 482.11 feet to the northeast corner of said Tract 9; thence S 00°00'00" E along the east line of said Tract 9, a distance of 453.63 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

