



200705140157

Skagit County Auditor

5/14/2007 Page 1 of 3 11:17AM

**RETURN ADDRESS:**

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

**EASEMENT**

**GRANTOR: FOX, JAMES AND REBECCA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lots 9-12, Blk 24 Gibraltar in SE 18-34-2  
ASSESSOR'S PROPERTY TAX PARCEL: P103673/4109-024-012-0000**

FIRST AMERICAN TITLE CO.

M9040-3

**ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES W. FOX AND REBECCA J. FOX, husband and wife** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation and **CASCADE NATURAL GAS**, a Washington Corporation (Puget and Cascade are referred to herein collectively as "Grantees" and individually as "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 each Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**THE WEST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.**

**1. Purpose.** Each 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 gas and electricity and/or communication systems over and/or under the easement area. Such systems may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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, each Grantee may, from time to time, construct such additional facilities as it may require for such systems. Each Grantee shall have the right of access to the Easement Area over and across the Property to enable such Grantee to exercise its rights hereunder. Each Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by such Grantee.

**2. Easement Area Clearing and Maintenance.** Each Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Each 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.

UG Gas & Electric Easement 11/1998  
64429/104183517  
SE 18-34-2

*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.** Each Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of such Grantee's negligence in the exercise of the rights herein granted to such Grantee, but nothing herein shall require any 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 to a Grantee shall continue until such time as such Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate as to such Grantee and all rights granted to such Grantee, 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.** Each 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 9<sup>th</sup> day of May, 2007.

GRANTOR:

BY: James W. Fox  
**JAMES W. FOX**

BY: Rebecca J. Fox  
**REBECCA J. FOX**

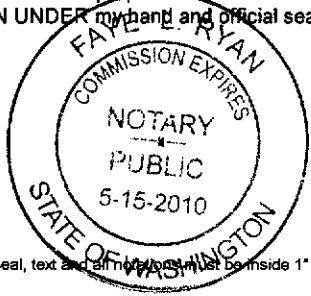
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 14 2007

Amount Paid to  
Skagit Co. Treasurer Deputy  
By Ln

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS

On this 9<sup>th</sup> day of May, 2007, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES W. FOX AND REBECCA J. FOX** to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Faye L. Ryan  
(Signature of Notary)

Faye L. Ryan  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at Stanwood  
My Appointment Expires: 5/15/2010

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



EXHIBIT "A"

Lots 9, 10, 11 and 12, Block 24, "PLAT OF THE TOWNSHIP OF GIBRALTER, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington.

TOGETHER WITH the South ½ of Georgia Street lying between the West line of Lot 12, Block 24 and the East line of Lot 9, Block 24 produced Northerly of "PLAT OF THE TOWNSHIP OF GIBRALTER, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington.

ALSO TOGETHER WITH that portion of the alley in said Block 24 lying West of the East line of Lot 9 produced South. ALSO TOGETHER WITH the East 20 feet of Nebraska Street lying Southerly of the South line of Lot 16, Block 24 and Northerly of the South line of Lot 17 in said Block 24 projected Westerly.

Situate in the County of Skagit, State of Washington.



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