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200709170153
Skagit County Auditor
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RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273

EASEMENT

GUARDIAN NORTHWEST TITLE CO.
N9095-3
ACCOMMODATION RECORDING ONLY

GRANTOR: **WREN, CHARLES & LINDA**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Lot 3 SP PL06-0360 in NW¼ in 20-36-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P125250/360420-3-001-0700**

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **CHARLES WREN and LINDA WREN, 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:

> **LOT 3, OF SHORT PLAT NO. PL06-0360, APPROVED NOVEMBER 22, 2006, RECORDED NOVEMBER 22, 2006, UNDER AUDITOR'S FILE NO. 200611220113, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST W.M.**
>
> **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 (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. Said centerline generally described as beginning at an existing pole located on the above described Property and extending easterly to the east boundary of the above described Property and the terminus of said centerline.**

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.

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 Sept 7th day of September, 2007.

GRANTOR:

BY: Charles Wren
CHARLES WREN

BY: Linda Wren
LINDA WREN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 17 2007

Amount Paid $ 0
Skagit Co. Treasurer
By DK Deputy

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 7 day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CHARLES WREN and LINDA WREN**, 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.

RANDALL CLARK
COMMISSION EXPIRES
NOTARY PUBLIC
APRIL 30, 2008
STATE OF WASHINGTON

Randall Clark
(Signature of Notary)
Randall Clark
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Burlington
My Appointment Expires: 4-30-08

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

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