



200709240144
Skagit County Auditor

9/24/2007 Page 1 of 3 11:21AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: NELSON, LAWRENCE D. & AMBER L.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE 1/4 SW 1/4 25-35-1
ASSESSOR'S PROPERTY TAX PARCEL: 350125-0-087-0005/P32073; 350125-0-142-0107/P32140;
350125-0-143-0007/P32141

GUARDIAN NORTHWEST TITLE CO.

M9097-1

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LAWRENCE D. NELSON and AMBER L. NELSON, 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:

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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 17th day of September, 2007.

GRANTOR:

BY: Lawrence D Nelson
LAWRENCE D. NELSON

BY: Amber L. Nelson
AMBER L. NELSON

SKAGIT COUNTY WASHINGTON
REAL ESTATE TAXES TAX

SEP 24 2007

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

Amount Paid ☒
Skagit Co. Treasurer
By DL Deputy

On this 17th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LAWRENCE D. NELSON and AMBER L. NELSON**, 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.



Notary seal, text and all notations must be inside margins

Rhonda McNett
(Signature of Notary)

Rhonda McNett
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes, Wa.

My Appointment Expires: 11/29/09



200709240144
Skagit County Auditor

EXHIBIT "A"

PARCEL "A":

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East W.M., described as follows:

Beginning at a point 116.5 feet North of the Southeast corner of said Northeast Quarter of the Southwest Quarter;
Thence West 577.1 feet;
Thence North 281.2 feet;
Thence East 577.1 feet;
Thence South 281.2 feet to the point of beginning,

EXCEPT the North 100 feet of the East 291 feet thereof,
ALSO EXCEPT Heart Lake Road,
AND EXCEPT that portion conveyed to the City of Anacortes by Deed recorded February 10, 2004, under Auditor's File No. 200402100044.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The West 300 feet of the following described property:

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East W.M., described as follows:

Beginning at the Southeast corner of said subdivision;
Thence West along the South line thereof, a distance of 577.1 feet to the East line of the West 742.5 feet of said subdivision;
Thence North at right angles along said East line, 116.5 feet;
Thence East at right angles 577.1 feet to the East line of the Northeast Quarter of the Southwest Quarter of said Section 25;
Thence South along the East line thereof to the point of beginning,

EXCEPT road rights of way along the South line thereof.

Situate in the County of Skagit, State of Washington.



200709240144
Skagit County Auditor