



200712030214  
Skagit County Auditor

12/3/2007 Page 1 of 2 3:58PM

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

**EASEMENT**

GRANTOR: HANSON LIVING TRUST & HANSON, BRIAN  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lots 2 & 3, Short Plat SW-05-094  
ASSESSOR'S PROPERTY TAX PARCEL: P107810/350413-0-001-0100 & P107811/350413-0-001-0200

GUARDIAN NORTHWEST TITLE CO.

19124-1  
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GARY LAWRENCE HANSON and LINDA SUE HANSON, Trustees of the Gary L. Hanson and Linda S. Hanson Living Trust 2006 Dated August 9, 2006 and BRIAN HANSON** ("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:

**LOTS 2 AND 3 OF CITY OF SEDRO WOOLLEY SHORT PLAT NO. SW-05-94, APPROVED AUGUST 18, 1995, RECORDED SEPTEMBER 21, 1995, IN VOLUME 12 OF SHORT PLATS, PAGE 31, UNDER AUDITOR'S FILE NO. 9509210102, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 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:

**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.

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.

OH UG Electric 11/1998  
65803/105048667  
SE 13-34-5

*No monetary consideration paid*

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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

GRANTOR:

BY: Brian Hanson  
**BRIAN HANSON**

**THE GARY L. HANSON AND LINDA S. HANSON LIVING TRUST 2006 DATED AUGUST 9, 2006**

BY: Gary L. Hanson  
**Gary Lawrence Hanson, Trustee**

BY: Linda S. Hanson  
**Linda Sue Hanson, Trustee**

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

DEC 3 2007

Amount Paid: 0  
Skagit County Treasurer  
By: Lp Deputy

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this 26<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRIAN HANSON**, 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.

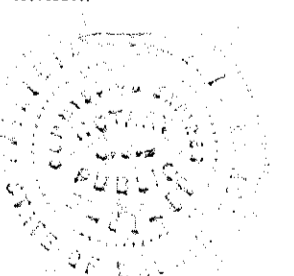


Patricia Sneringer  
(Signature of Notary)  
PATRICIA SNEERINGER  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 9/21/09

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this 27 day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GARY LAWRENCE HANSON and LINDA SUE HANSON**, to me known to be the person who signed as **Trustees of the Gary L. Hanson and Linda S. Hanson Living Trust 2006 Dated August 9, 2006** and who executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument as **Trustees of said the Gary L. Hanson and Linda S. Hanson Living Trust 2006 Dated August 9, 2006.**

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



Patricia Sneringer  
(Signature of Notary)  
PATRICIA SNEERINGER  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon  
My Appointment Expires: 9/21/09

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

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