



201012210039

Skagit County Auditor

12/21/2010 Page

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3 11:26AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO BOX 90868 EST-06W
BELLEVUE, WA 98009
K. MCGILL

EASEMENT

REFERENCE #: 101047167
GRANTOR: WILLIAM R. ATWOOD
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 3 Short Plat No. 16-83 REV
ASSESSOR'S PROPERTY TAX PARCEL: 350328-3-003-0104

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, WILLIAM R. ATWOOD, AS HIS SEPARATE PROPERTY ("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, along, across and through the following described real property ("Property" herein) in SKAGIT County, Washington:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
LOT 3, SHORT PLAT NO. 16-83, REV, DATED 2/21/85, RECORDED 4/24/85, UNDER AUDITOR'S FILE NO. 8504240011, RECORDS OF SKAGIT COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY RIGHT-OF-WAY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 200112120201 AND 200112120202.

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:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN AS THE DARKENED AREA ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of.

OH Electric Easement 10/2003
101047167
Farm to Market Road
Page 1 of 2

REAL ESTATE EXCISE TAX
3852
DEC 21 2010
Amount Paid \$ 34.64
Skagit Co. Treasurer
By *mm* Deputy

(except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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.

5. **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.

6. **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.

7. **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 5th day of August, 2010.

GRANTOR:

BY: William R. Atwood
WILLIAM R. ATWOOD

BY: MARTHA H. ATWOOD
MARTHA H. ATWOOD

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 5th day of August, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **WILLIAM R. ATWOOD AND ~~MARTHA H. ATWOOD~~**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/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.



Charles K. Coad

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Snohomish, WA

My Appointment Expires: 10/9/11

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



EXHIBIT "A"

Farm to Market Road

P34973

P34899

Electrical Facilities

SW corner of Section 28

Josh Wilson Road



Scale: 1" = 100'

Township 35 North Range 3 East
Section 28: part of the SW 1/4
Name: Atwood

Puget Sound Energy

| Drawn | Date | Approved | Drawing |
|-------|--------|----------|---------|
| CKC | 8/5/10 | KCM | |



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