

RETURN ADDRESS:

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



200011070005
, Skagit County Auditor

11/7/2000 Page 1 of 2 9:08:22AM

EASEMENT

FIRST AMERICAN TITLE CO.

REFERENCE #:

GRANTOR: MOUNT VERNON NORTHWEST 2000 L.L.C.

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Ptn Lot 4, Lot 5, 6, 7 MV BSP MV 1-98

ASSESSOR'S PROPERTY TAX PARCEL: 8021-000-007-0000, P114427

ACCOMMODATION RECORDING ONLY

M7422

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MOUNT VERNON NORTHWEST 2000 L.L.C.**, a Wisconsin Limited Liability Corporation ("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:

THE SOUTH 44.96 FEET OF LOT 4, ALL OF LOTS 5, 6 AND 7, MOUNT VERNON BINDING SITE PLAN NO. BSP MV 1-98, RECORDED APRIL 20, 1999 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9904200113, BEING A PORTION OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 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:

An Easement Area **10 (TEN)** feet in width having **5 (FIVE)** feet of such width on each side of a centerline described as follows:

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THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.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 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.

