



200111150022

, Skagit County Auditor

11/15/2001 Page 1 of 3 9:36:32AM

RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7696

REFERENCE #:

GRANTOR: VENTURE PROPERTIES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn Tract 3 Short Plat MV3-83 in NE 29-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P28551

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, VENTURE PROPERTIES, a General Partnership consisting of John N. Hocking, Steven H. Johnson, Richard J. Abbott and Paul D. Johnson ("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 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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

Easement No. 3: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.

Easement No. 4: No vehicular access, parking or driving surfaces shall be located within a 5 (five) foot perimeter of all of grantees' ground mounted or semi-buried vaults, pedestals, transformers and/or hand holes.

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.

UG Electric 11/1998
105015893/35609
NE 29-34-4

No monetary consideration was paid

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 15th day of November, 2001 ^{SAP}_{2000.}

GRANTOR:
VENTURE PROPERTIES
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

John N. Hocking
John N. Hocking
Steven H. Johnson Amount Paid \$
By Steven H. Johnson Skagit Co. Treasurer
Deputy

Richard J. Abbott
Richard J. Abbott
Paul D. Johnson

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15th day of November, 2001 ^{SAP}, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven H. Johnson, R. Abbott and Paul Johnson, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as a 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.

Sherry A. Pool
(Signature of Notary)

Sherry A. Pool
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Lynnwood, WA
My Appointment Expires: Aug 15, 2002



STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 15th day of _____, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ 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.

Sherry A. Pool
(Signature of Notary)

Sherry A. Pool
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Lynnwood, WA
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Notary seal, text and all notations must be inside 1" margins



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EXHIBIT A

That portion of Tract 3 of City of Mount Vernon Short Plat No. MV3-83, approved July 26, 1983 and recorded July 28, 1983 as Auditor's File No. 8307290011 in Volume 6 of Short Plats, Page 74, records of Skagit County, Washington, being a portion of the Northeast quarter of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Begin at the Southeast corner of said Tract 3; thence North 87 degrees 49' 50" West for 10 feet to the West line of the East 10 feet of said Tract 3, said point being the True Point of Beginning; thence North 2 degrees 32' 23" East along said West line for 539.18 feet; thence North 87 degrees 46' 27" West for 280.64 feet; thence North 2 degrees 32' 23" East for 96.83 feet to the North line of Revised Tract 3 of said short plat; thence North 87 degrees 46' 27" West along said revised North line to the West line of said Tract 3; thence South along said West line to the Southwest corner of said Tract 3; thence East along the South line of said Tract 3 to the True Point of Beginning.

Situate in the County of Skagit, State of Washington



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