



200111150023

Skagit County Auditor

11/15/2001 Page 1 of 3 9:36:43AM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

*M7696*

REFERENCE #:

GRANTOR: **BOURNS PROPERTIES**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **Lot 4 and ptns 2-B and 3, SP 95-029 NW 27-35-4**

ASSESSOR'S PROPERTY TAX PARCEL: **350427-2-015-0200/P108054;**

**Ptns of 350427-2-015-0000/P37727 & 350427-0-074-0005/P37817**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BOURNS PROPERTIES LLC**, a limited liability company ("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:

**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**

**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.

**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

UG Electric 11/1998  
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NW 27-35-4

*No monetary consideration was paid*

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 2nd day of November, 2001.

GRANTOR:  
BOURNS PROPERTIES LLC

Robert P Bourns, Manager  
BY:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 15 2001

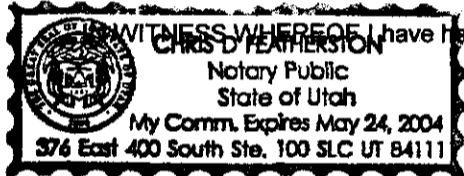
Amount Paid \$ 0  
Skagit Co. Treasurer  
By lp Deputy

ITS:

STATE OF WASHINGTON )

COUNTY OF ) ss

On this 2nd day of November, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert P Bourns, to me known to be the person who signed as MANAGER, of BOURNS PROPERTIES LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of BOURNS PROPERTIES LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said BOURNS PROPERTIES LLC.



residing at SLC, UT

Chris Featherston  
(Signature of Notary)

(Print or stamp name of Notary) Chris Featherston  
NOTARY PUBLIC in and for the State of Washington,

My Appointment Expires: 5-24-04

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



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Skagit County Auditor

**EXHIBIT A**

Lot 4, Skagit County Short Plat No. 95-029, approved December 20, 1995 and recorded December 29, 1995 in Volume 12 of Short Plats, pages 59 and 60, under Auditor's File Number 9512290029, records of Skagit County, Washington; being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 27, Township 35 North, Range 4 East of the Willamette Meridian.

TOGETHER WITH those portions of Lots 2-B and 3 of said Skagit County Short Plat No. 95-029 lying Westerly of the following described line:

Commencing at the Northerly most corner of said Lot 4, Skagit County Short Plat No. 95-029;  
thence North 37°44'52" East along the Northwesterly line of Lot 2-B of said Short Plat No. 95-029, 170.63 feet to the TRUE POINT OF BEGINNING of said line;  
thence South 5°54'52" West parallel with the West line of said Lot 2-B, 954.40 feet, more or less, to the South line of said Lot 2-B;  
thence South 24°48'58" West 277.83 feet, more or less, to the South line of said Lot 3 Short Plat No. 95-029 at a point bearing North 89°35'00" East 545.22 feet from the Southwest corner of said Lot 3 and being the terminus of said line description.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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