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

**EASEMENT** 

FIRST AMERICAN TITLE CO.

3:47PM

REFERENCE #

LOGAN FARK LIMITED LIABILITY COMPANY GRANTOR:

ACCOMMODATION RECORDING ONLY

GRANTEE:

PUGET SOUND ENERGY, INC.

M7709

SHORT LEGAL: Lot D, SP SW 5-78

ASSESSOR'S PROPERTY TAX PARCEL: P36491

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, LOGAN PARK LIMITED LIABILITY COMPANY, a Washington 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:

> LOT "D", SEDRO WOOLLEY SHORT PLAT NO. SW-5-78, APPROVED JUNE 29, 1984 AND RECORDED JUNE 29, 1984 IN VOLUME 6 OF SHORT PLATS, PAGE 162, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

> SITUATE IN THE CITY OF SEDRO WOOLLEY, 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.

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 groundmounted 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.

UG Electric 11/1998 No monetary consideration was paid SE13-3504

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 engineer.

6. Successors and Assigns. Grantee shall have the all of its rights, benefits, privileges and interests arising in anothe foregoing, the rights and obligations of the parties strespective successors and assigns.	e right to assign, apportion or otherwise transfer any or d under this easement. Without limiting the generality of nall inure to the benefit of and be binding upon their
DATED this 20 day of November	, 2001.
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GRANTOR:	المنظمية الم
LOGAN PARK LIMITED LIABILITY COMPANY	
BY: William L. Massey	
Title: Managing Member	SKAGIT COUNTY WASHINGTON Real Estate Excise Tax
	PAID
	DEC 05 2001
and the second s	Amount Paid \$
	Skagit County Treasurer
STATE OF WASHINGTON )	By: Sepan,
COUNTY OF TSLAND ) SS	•
in the second of	
On this 20 day of November, 2001,	before me, the undersigned, a Notary Public in and for
the State of Washington, duly commissioned and sworn, per to me known to be the person who signed as Mana.	
LIABILITY COMPANY, the limited liability company the	it executed the within and foregoing instrument, and
acknowledged said instrument to be his/her free and voluntal of LOGAN PARK LIMITED LIABILITY COMPANY for	y act and deed and the free and voluntary act and deed
stated that he/she was authorized to execute the said ins	trument on behalf of said LOGAN PARK LIMITED
LIABILITY COMPANY.	Hill
IN WITNESS WHEREOF I have hereunto set my hand	and official seal the day and year first above written.
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C. PRICE (Signal	ture of Notary)
( S ) ( S ) ( S ) ( S )	Julia C. PRICE
1 S NO 1 1 NOTAL	r stamp name of Notary) RY PUBLIC in and for the State of Washington,
residin	g at Dak Harber
My Ap	pointment Expires:

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

