



200201140034  
Skagit County Auditor  
1/14/2002 Page 1 of 2 11:05AM

**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

REFERENCE #:   
GRANTOR: TRIPLE NET INVESTMENTS  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lots 1 & 2, Block 2 Nobles Add. to Mt. Vernon  
ASSESSOR'S PROPERTY TAX PARCEL: P53935/3748-002-002-0005

MTT35-4

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **TRIPLE NET INVESTMENTS, a Washington General Partnership** ("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:

**LOTS 1 AND 2, BLOCK 2, "NOBLE'S ADDITION TO MOUNT VERNON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATED IN THE CITY OF MOUNT VERNON, 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:

**THE NORTH 9 FEET OF THE ABOVE DESCRIBED TRACT.**

**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:

**Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any of the foregoing; and

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities or lines 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 (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.

OH/UG Gas & Electric Easement 11/1998  
NW 29-34-4 - #36480 *No monetary consideration was paid*

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 8<sup>th</sup> day of January, 2002 gwk

GRANTOR:

BY: John Hicks - managing general partner

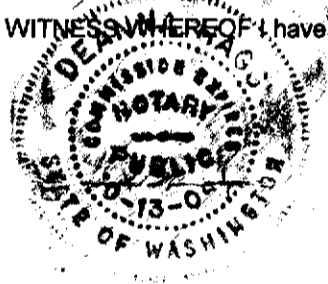
BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 8th day of January, 200~~2~~<sup>2</sup>, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. HICKS, to me known to be the person who signed as Managing General Partner of Triple Net Investments, the partnership 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 Triple Net Investments for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Triple Net Investments.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Deanna Hagg  
(Signature of Notary)  
DEANNA HAGG

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes

My Appointment Expires: 10/13/04

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 14 2002

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy



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Skagit County Auditor