



200401200185  
Skagit County Auditor

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**RETURN ADDRESS:**

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

ACCOMMODATION RECORDING ONLY  
FIRST AMERICAN TITLE CO.

178269-1

**EASEMENT**

GRANTOR: **GARY MCCORMICK HOMES, INC.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Lots 9 & 10 , Bk. 135, First Add. to Burlington**  
ASSESSOR'S PROPERTY TAX PARCEL: **P72201/4077-135-009-0005**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GARY MCCORMICK HOMES, INC., a Washington 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

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:

**A strip of land ten (10) feet in width with five (5) feet on each side of 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 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.

UG Electric 11/1998  
46666/105026803  
SE 32-35-4

*No monetary consideration paid*

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.

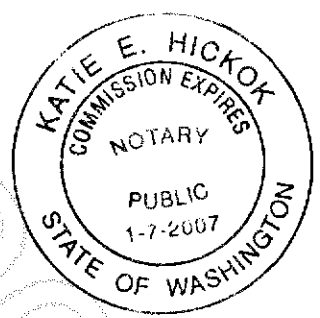
5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert 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 12<sup>th</sup> day of January, ~~2003~~ 2004.

GRANTOR:  
GARY MCCORMICK HOMES, INC.

BY: [Signature]  
Title: Agent



STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss

On this 12<sup>th</sup> day of January, ~~2003~~ 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary McCormick to me known to be the person who signed as Agent of GARY MCCORMICK HOMES, INC, 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 GARY MCCORMICK HOMES, INC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said GARY MCCORMICK HOMES, INC.

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

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JAN 20 2004  
Amount Paid \$  
Skagit County Treasurer  
Deputy

Notary seal, text and all notations must be inside margins

[Signature]  
(Signature of Notary)  
Katie E. Hickok  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at mtvernon

My Appointment Expires: 1-7-07



## EXHIBIT "A"

### Parcel "A":

Lots 9 and 10, Block 135, "FIRST ADDITION TO BURLINGTON", according to the plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington; EXCEPT that portion described as follows:

Beginning at the Southwest corner of said Lot 10; thence North along the East line of Skagit Street, 110 feet; thence East 130 feet; thence South 110 feet, more or less, to the South line of Lot 10; thence West along the South line of Lot 10, 130 feet, more or less, to the point of beginning;

AND ALSO EXCEPT that portion of said Lots 9 and 10, Block 135, "FIRST ADDITION TO BURLINGTON" described as follows:

Beginning at the Northeast corner of said Lot 9; thence South 00 degrees 30'12" West along the East line of said Lot 9 a distance of 93.08 feet; thence North 89 degrees 26'31" West a distance of 110.71 feet; thence North 00 degrees 30'12" East a distance of 86.51 feet; thence North 89 degrees 39'31" West a distance of 88.98 feet to the West line, projected Southerly of the East 1/2 of Lot 8 of said Plat; thence North 00 degrees 31'51" East along said projected line a distance of 6.15 feet to the South line of said Lot 8; thence South 89 degrees 39'31" East along said South line a distance of 199.68 feet to the point of beginning;

AND ALSO EXCEPT that portion of Lot 9, Block 135, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASHINGTON", as per Plat recorded in Volume 3 of Plats, page 11, records of Skagit County being more particularly described as follows:

Commencing at the Southwest corner of Lot 10, Block 135, said Plat of "First Addition to Burlington, Skagit Co., Washington"; thence North 0 degrees 33'28" East along the West line of said Lots 9 and 10 for a distance of 110.00 feet; thence South 89 degrees 40'34" East parallel with the South line of said Lot 10 for a distance of 399.44 feet, more or less, to the East line of said Lot 10 at a point bearing South 0 degrees 30'11" West a distance of 70.00 feet from the Northeast corner of said Lot 9; thence South 0 degrees 30'11" West (called South 0 degrees 30'12" West in previous descriptions) for a distance of 23.08 feet; thence North 89 degrees 26'32" West (called North 89 degrees 26'31" West in previous descriptions) for a distance of 110.71 feet; thence North 0 degrees 30'11" East (called North 0 degrees 30'12" East in previous descriptions) parallel with the East line of said Lots 9 and 10 for a distance of 22.63 feet, to the true point of beginning; thence continue North 0 degrees 30'11" East for a distance of 63.88 feet; thence North 89 degrees 39'47" West (called North 89 degrees 39'31" West in previous descriptions) for a distance of 88.98 feet, more or less, to a point on the Southerly projection of the West line of the East 1/2 of Lot 8, Block 135, said Plat of "First Addition to Burlington, Skagit Co., Washington"; thence South 0 degrees 31'50" West (called South 0 degrees 31'51" West in previous descriptions) along said Southerly projection of said West line for a distance of 63.90 feet, more or less, to a point bearing North 89 degrees 40'34" West from the true point of beginning; thence South 89 degrees 40'34" East for a distance of 89.01 feet, more or less, to the true point of beginning.



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Parcel "B":

That portion of Lots 9 and 10, Block 135, "First Addition to Burlington, Skagit Co., Washington", as per Plat recorded in Volume 3 of Plats, page 11, records of Skagit County being more particularly described as follows:

Commencing at the Southwest corner of said Lot 10; thence North 0 degrees 33'28" East along the West line of said Lots 9 and 10 for a distance of 110.00 feet; thence South 89 degrees 40'34" East parallel with the South line of said Lot 10 for a distance of 399.44 feet, more or less, to the East line of said Lot 10 at a point bearing South 0 degrees 30'11" West a distance of 70.00 feet from the Northeast corner of said Lot 9 and being the true point of beginning; thence South 0 degrees 30'11" West (called South 0 degrees 30'12" West in previous descriptions) for a distance of 23.08 feet; thence North 89 degrees 26'32" West (called North 89 degrees 26'31" West in previous descriptions) for a distance of 110.71 feet; thence North 0 degrees 30'11" East (called North 0 degrees 30'12" East in previous descriptions) parallel with the East line of said Lots 9 and 10 for a distance of 22.63 feet, more or less to a point bearing North 89 degrees 40'34" West from the true point of beginning; thence South 89 degrees 40'34" East for a distance of 110.71 feet, more or less, to the true point of beginning.

Parcels "A" and "B" above both being together with a non-exclusive easement for ingress, egress and utilities as described in documents recorded December 12, 2003 under Auditor's File Nos. 200312120126 and 200312120127.

Situate in the County of Skagit, State of Washington.



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