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RETURN ADDRESS:

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

**EASEMENT** 

FIRST AMERICAN TITLE CO.

M8805-5

GRANTOR:

PEDERSEN, L.L.C.

**PUGET SOUND ENERGY, INC.** 

GRANTEE: SHORT LEGAL: Portion SW1/4 SE1/4 17-34-4 ACCOMMODATION RECORDING ONLY

ASSESSOR'S PROPERTY TAX PARCEL: Portion 340417-0-105-0001 (P25704)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, PEDERSEN, L.L.C., 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:

That portion of the Southwest Quarter of the Southeast Quarter of Section 17, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point 998.25 feet North of the South ¼ corner of said Section 17; thence East parallel with the Section line 166.32 feet to the TRUE POINT OF BEGINNING; thence continue East parallel with said section line, 166.32 feet; thence North 195 feet; thence West parallel to the section line 166.32 feet; thence South 195 feet to the TRUE POINT OF BEGINNING.

Situate in the 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:

A strip of land ten (10) feet in width with five (5) feet on each side of a centerline generally described as follows:

Beginning at a point on the South line of the above described Property, said point being 15 feet, more or less, west of the Southeast corner of the above described Property; thence in a Northeasterly direction to a point on the East line of the above described Property, said point being located 25 feet, more or less, north of said Southeast corner.

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.

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No monetary consideration paid

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 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.

respective successors and assigns.	
DATED this 3 day of Many	2006.
GRANTOR PEDERSEN, L.L.C.	SKÄGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
BY: Mill / Elher	MAY 0 8 2006
Title: tortuer	Million on the Control of the Contro
STATE OF WASHINGTON )	Skagil Co. Treasurer By Deputy
COUNTY OF )	CP T
On this 3 day of MA , 2006 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WWE FEDELS , to me known to be the person(s) who signed as MATNED of PEDERSEN, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of PEDERSEN, L.L.C. for the uses and purposes therein mentioned; and on cath stated that they were authorized to execute the said instrument on behalf of said PEDERSEN, L.L.C.	
NOTAR SERVICE STATE OF THE PARTY OF THE PART	d and official seal the day and year first above written.  (Signature of Notary)  (Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at  My Appointment Expires: 3-15-09
Notary seal, text and applied be saide 1' margins	

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