



200705030057
Skagit County Auditor

5/3/2007 Page

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2 10:24AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: **HANSELL/MITZEL, LLC et al**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **HIGHLAND GREENS PUD in the SW¹/₄ NE¹/₄ and NW¹/₄ SE¹/₄ of 9-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P124125/P124126/P124127/P121128/124129**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **HANSELL/MITZEL, LLC, a Washington limited liability company and HIGHLAND GREENS SENIOR APARTMENT LLC, 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:

"HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT" RECORDED DECEMBER 19, 2006 UNDER AUDITOR'S FILE NO. 200612190063, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.

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:

Easement No. 1: A strip of land seven (7) feet in width with 3 and one-half (3¹/₂) 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.

Easement No. 2: All areas located within a 10 (ten) foot square area centered on all ground mounted vaults and transformers.

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 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 3rd day of May, 2007.

GRANTORS
HANSELL/MITZEL, LLC

BY: [Signature]

Title: Co-Managing Member

HIGHLAND GREENS SENIOR APARTMENT LLC

BY: [Signature]

Title: EXECUTIVE DIRECTOR

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 03 2007

Amount Paid
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 3rd day of May, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Mitzel, to me known to be the person who signed as a member of **HANSELL/MITZEL, LLC**, the limited liability 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 **HANSELL/MITZEL, 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 **HANSELL/MITZEL, LLC**.

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



[Signature]
(Signature of Notary)

Joyce L. Mehlum
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington

My Appointment Expires: 3/1/2010

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 3rd day of May, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gene VanSelus, to me known to be the person who signed as a member of **HIGHLAND GREENS SENIOR APARTMENT LLC**, the limited liability 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 **HIGHLAND GREENS SENIOR APARTMENT 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 **HIGHLAND GREENS SENIOR APARTMENT LLC**.

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



[Signature]
(Signature of Notary)

Joyce L. Mehlum
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington

My Appointment Expires: 3/1/2010

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



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