



200211130166

Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GRANTOR: S. W. PROPERTY MANAGEMENT LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE SW 23-35-4
ASSESSOR'S PROPERTY TAX PARCEL: 350423-0-047-0003/P37199

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

M7951

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, S. W. PROPERTY MANAGEMENT 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:

The South 6 acres of the following described tract:

That portion of the East one-half of the Southeast quarter of the Southwest quarter of Section 23, Township 35 North, Range 4 East, W.M. lying Northerly and Westerly of the State Highway and southerly of a tract conveyed to Harold McGincly by deed recorded under Auditor's File No. 545940 in Volume 283 of Deed, page 706;

EXCEPT the South 20 feet thereof and;

EXCEPT Right of Way for drainage ditch (the north line of said 6 acres being a line running from east to west from the east line of said east one-half of the Southeast quarter of the Southwest quarter to the west line thereof),

Excepting from said South 6 acres described above that portion described as follows:

Beginning at a point on the East line of said East ½ of the Southeast ¼ of the Southwest ¼ where the same is intersected by the Northerly line of the State Highway right of way; thence North 150 feet; thence Southwesterly along a line 150 feet Northwesterly of and parallel to the Northerly line of said Highway right of way 300 feet; thence South parallel to the East line of said Southeast ¼ of the Southwest ¼ to the Northerly line of said Highway; thence Northeasterly along said Highway 300 feet to the point of beginning;

ALSO EXCEPT from said South 6 acres that portion thereof taken by Skagit County in Decree of Appropriation entered April 29, 1974, in Skagit County Superior Court Cause No. 33515, and described as follows:

Beginning at the Northwest corner of the above described tract; thence East along the North line of said tract a distance of 25 feet; thence South on a line that is 25 feet East of and parallel with the West line of said subdivision, a distance of 321 feet to the P.O. of 188.71 foot radius curve to the right; thence Southwesterly along said 188.71 foot radius curve and through an arc length of 97 feet, more or less, to a point on the West line of said subdivision; thence North along the West line of said subdivision to the 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 THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL. THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.

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; one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any 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

No monetary consideration was paid

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 28th day of OCTOBER, 2002.

GRANTOR:
S. W. PROPERTY MANAGEMENT LLC

BY: [Signature]

ITS: My PARTNER

STATE OF WASHINGTON)
) ss
COUNTY OF)

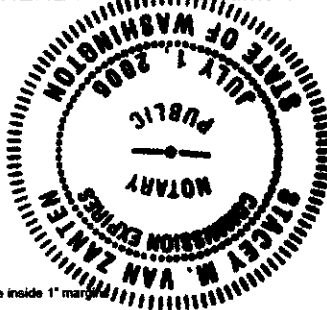
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

NOV 13 2002

Amount Paid \$
Skagit County Treasurer
By: [Signature] Deputy

On this 28th day of October, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT JANICKI, to me known to be the person who signed as a member of **S. W. PROPERTY MANAGEMENT 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 **S. W. PROPERTY MANAGEMENT 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 **S. W. PROPERTY MANAGEMENT LLC**.

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



Stacey M. Van Zanten
(Signature of Notary)

STACEY M. VAN ZANTEN
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at SEDRO-WOOLLEY

My Appointment Expires: 07-01-06

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



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