

RETURN ADDRESS:

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



199910260024
Kathy Hill, Skagit County Auditor
10/26/1999 Page 1 of 4 9:59:42AM



SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 26 1999

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

M 7115-4

EASEMENT

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

REFERENCE #: 27628

GRANTOR: GRANDVIEW INC.

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOTS 1-4 & 10-16, BLOCK 29 "PLAT OF THE TOWN OF MONTBORNE"

ASSESSOR'S PROPERTY TAX PARCEL: 4135-029-003-0000/R114097, 4135-029-003-0000/R114098, 4135-029-012-0000/R114099, 4135-029-014-0000/R114100, 4135-029-016-0000/R114101

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GRANDVIEW INC.** ("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 ATTACHED EXHIBIT "A"

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 5 feet in width across all lots located within the above described property being parallel to and coincident with the boundaries of all private/public street, alley ways and road rights-of-way

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.

No Monetary Consideration was Paid

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 30th day of September, 1999.

GRANTOR:

BY: [Signature]
GRANDVIEW INC.



STATE OF WASHINGTON)
) SS
 COUNTY OF)

On this day personally appeared before me Scott Wammack, to me known to be the President and Grandview, Inc., respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 30th day of September, 1999.

D McKinley
 Notary Public in and for the State of Washington,
 Residing at Marquette, WA
 My commission expires 12/25/99



EXHIBIT "A"
GRANDVIEW INC.

PARCEL "A":

LOT 1, LOT 2, AND THE SOUTHEASTERLY 20 FEET OF LOT 3, BLOCK 29,
"PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUTNY, WASHINGTON",
AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

EXCEPT THE SOUTHWESTERLY 7 FEET THEREOF ADJACENT TO THE ALLEY
IN BLOCK 29.

PARCEL "B":

LOT 3, LOT 4, AND LOT 5, BLCOK 29, "PLAT OF THE TOWN OF MONTBORNE,
SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2
OF PLATS, PAGE 80, RECORDS OF SKAGIT COUTNY, WASHINGTON.

EXCEPT THE SOUTHEASTERLY 20 FEET OF SAID LOT 3. AND EXCEPT THE
SOUTHWESTERLY 7 FEET THEREOF ADJACENT TO THE ALLEY IN BLOCK 29.

PARCEL "C":

LOT 10, LOT 11, AND THE NORTHWESTERLY 10 FEET OF LOT 12, BLCOK 29,
"PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON",
AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

PARCEL "D":

LOT 12, LOT 13, AND THE NORTHWESTERLY 20 FEET OF LOT 14, BLOCK 29,
"PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON",
AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

EXCEPT THE NORTHWESTERLY 10 FEET OF SAID LOT 12.

PARCEL "E":

LOT 14, AND LOT 15, AND THE NORTHWESTERLY 30 FEET OF LOT 16, BLOCK
29, "PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY,



199910260024

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10/26/1999 Page 3 of 4 9:59:42AM

WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE NORTHWESTERLY 20 FEET OF SAID LOT 14.

PARCEL "F":

LOT 16, LOT 17, AND LOT 18, BLOCK 29, "PLAT OF THE TOWN OF
MONTBORNE, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED
IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

EXCEPT THE NORTHWESTERLY 30 FEET OF LOT 16.



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10/26/1999 Page 4 of 4 9:59:42AM