

RETURN ADDRESS:

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



200009060009

, Skagit County Auditor

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EASEMENT

REFERENCE #:

GRANTOR: SEA-VAN INVESTMENTS ASSOCIATES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn Lot 68, Eaglemont, Phase 1A
ASSESSOR'S PROPERTY TAX PARCEL: P104339

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

M7372

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SEA-VAN INVESTMENTS ASSOCIATES**, a Washington General Partnership ("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:

EASEMENT NO. 1: AS CONSTRUCTED OR TO BE CONSTRUCTED ON THE TEMPORARY ROAD AND UTILITY EASEMENT DESCRIBED ON THE ATTACHED EXHIBIT "A". (GRANTOR SHALL INSURE THAT THE ROAD IS MAINTAINED AT ALL TIMES FOR TO PROVIDE ACCESS FOR THE MAINTENANCE OF THE GRANTEE'S ELECTRICAL FACILITIES)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH BEING PARALLEL TO AND COINCIDENT WITH THE TEMPORARY ROAD AND UTILITY EASEMENT DESCRIBED ON THE ATTACHED EXHIBIT "A".

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.

No monetary consideration was paid

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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 21st day of Aug., 2000.

GRANTOR:
SEA-VAN INVESTMENTS ASSOCIATES

BY: [Signature]

TITLE: GENERAL MANAGER

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

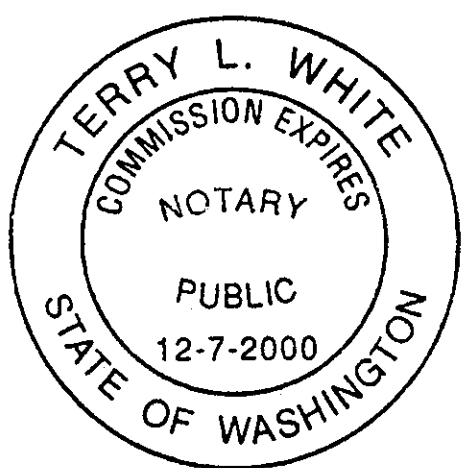
SEP 6 2000

Amount Paid \$0
Skagit Co. Treasurer
By [Signature]

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

On this 21st day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ed Young, to me known to be the person who signed as General Manager, of **SEA-VAN INVESTMENTS ASSOCIATES**, the Washington General Partnership 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 **SEA-VAN INVESTMENTS ASSOCIATES** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said **SEA-VAN INVESTMENTS ASSOCIATES**.

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



[Signature]
(Signature of Notary)
Terry L. White
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: 12-07-00



LEGAL DESCRIPTION

"EAGLEMONT - PHASE 1E"

PLAT AND TEMPORARY ROAD UTILITY EASEMENT

That portion of Lot 68, "Eaglemont, Phase 1A", as recorded in Volume 15 of Plats, Pages 130 through 146, records of Skagit County, Washington, lying westerly of Waugh road, being a portion of the Northwest quarter of Section 27, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 27, a 4"x 4" concrete monument and brass disk found in place;

Thence South 88°10'36" East along the North line thereof a distance of 148.47 feet to the Northwest corner of "Eaglemont, Phase 1C", according to the Plat thereof recorded under Skagit County Recording No. 200002010036, records of Skagit County, Washington;

Thence South 01°49'24" West along the West line of said Plat of Eaglemont, Phase 1C, a distance of 30.00 feet;

Thence South 02°54'05" East a distance of 54.00 feet;

Thence South 26°12'47" East a distance of 46.38 feet;

Thence South 24°52'08" East a distance of 34.01 feet;

Thence South 32°49'39" East a distance of 32.76 feet;

Thence South 45°21'43" East a distance of 38.31 feet;

Thence South 57°27'30" East a distance of 32.12 feet;

Thence South 44°00'36" East a distance of 63.06 feet;

Thence South 28°07'26" East a distance of 47.41 feet;

Thence South 08°02'40" East a distance of 60.50 feet;

Thence South 10°02'00" East a distance of 61.68 feet;

Thence South 12°29'29" East a distance of 63.42 feet;

Thence South 33°34'56" East a distance of 30.42 feet;

Thence South 38°10'09" East a distance of 73.00 feet;

Thence South 16°36'42" East a distance of 39.61 feet;

Thence South 59°19'21" East a distance of 34.17 feet;

Thence South 41°31'16" East a distance of 15.02 feet to the Southwest corner of said Plat of Eaglemont, Phase 1C;

Thence leaving said Plat of Eaglemont, Phase 1C, South 45°22'13" West a distance of 119.50 feet;

Thence South 63°57'07" West a distance of 58.48 feet to an intersection with a radial 230.00-foot radius curve concave to the West;

Thence southerly along said curve an arc distance of 96.68 feet through a central angle of 24°05'01" to a point on said curve;

Thence leaving said curve along a non-radial line South 49°07'13" East a distance of 127.84 feet;

Thence South 10°01'14" West a distance of 175.57 feet;



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LEGAL DESCRIPTION (Continued)

"EAGLEMONT - PHASE 1E"

PLAT AND TEMPORARY ROAD AND UTILITY EASEMENT

Thence South $57^{\circ}51'49''$ West a distance of 138.73 feet to an intersection with a non-radial 25.00-foot radius curve concave to the Northeast, from which a radial line bears South $67^{\circ}55'38''$ West;

Thence south and east along said curve an arc distance of 30.10 feet through a central angle of $68^{\circ}58'27''$ to the point of tangency;

Thence North $88^{\circ}57'11''$ East a distance of 59.81 feet to the beginning of a 225.00-foot radius curve concave to the North;

Thence easterly along said curve an arc distance of 106.55 feet through a central angle of $27^{\circ}07'59''$ to the point of tangency;

Thence North $61^{\circ}49'12''$ East a distance of 139.11 feet to the beginning of a 225.00-foot radius curve concave to the South;

Thence easterly and southerly along said curve an arc distance of 380.91 feet through a central angle of $96^{\circ}59'54''$ to the point of tangency;

Thence South $21^{\circ}10'54''$ East a distance of 69.90 feet to the beginning of a 175.00-foot radius curve concave to the Northeast;

Thence southeasterly along said curve an arc distance of 85.74 feet through a central angle of $28^{\circ}04'15''$ to the point of tangency;

Thence South $49^{\circ}15'09''$ East a distance of 9.51 feet to the beginning of a 25.00-foot radius curve concave to the North;

Thence easterly and northerly along said curve an arc distance of 42.77 feet through a central angle of $98^{\circ}00'34''$ to a point on the Westerly Right-of-way margin of Waugh Road and at a point of cusp with a 465.00-foot radius curve concave to the Northwest, from which a radial line bears South $57^{\circ}15'43''$ East;

Thence southwesterly along said curve and margin an arc distance of 64.50 feet through a central angle of $07^{\circ}56'51''$ to the point of tangency;

Thence South $40^{\circ}41'08''$ West a distance of 39.17 feet to a point on said margin and a point of cusp with a 25.00-foot radius curve concave to the West, from which a radial line bears South $49^{\circ}18'52''$ East;

Thence leaving said margin northerly along said curve an arc distance of 39.24 feet through a central angle of $89^{\circ}56'17''$ to the point of tangency;

Thence North $49^{\circ}15'09''$ West a distance of 13.85 feet to the beginning of a 225.00-foot radius curve concave to the Northeast;

Thence northwesterly along said curve an arc distance of 110.23 feet through a central angle of $28^{\circ}04'15''$ to the point of tangency;

Thence North $21^{\circ}10'54''$ West a distance of 69.90 feet to the beginning of a 175.00-foot radius curve concave to the South;

Thence westerly along said curve an arc distance of 296.27 feet through a central angle of $96^{\circ}59'54''$ to the point of tangency;



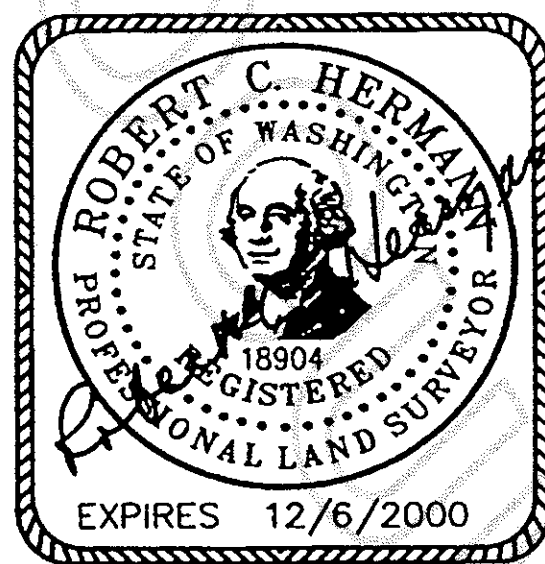
LEGAL DESCRIPTION (Continued)

"EAGLEMONT - PHASE 1E"

PLAT AND TEMPORARY ROAD AND UTILITY EASEMENT

Thence South $61^{\circ}49'12''$ West a distance of 139.11 feet to the beginning of a 275.00-foot radius curve concave to the North;
Thence westerly along said curve an arc distance of 130.23 feet through a central angle of $27^{\circ}07'59''$ to the point of tangency;
Thence South $88^{\circ}57'11''$ West an arc distance of 144.89 feet;
Thence North $01^{\circ}03'03''$ West a distance of 64.97 feet;
Thence South $88^{\circ}06'00''$ West a distance of 87.84 feet;
Thence North $51^{\circ}17'56''$ West a distance of 33.45 feet;
Thence South $76^{\circ}14'59''$ West a distance of 106.25 feet;
Thence North $89^{\circ}43'22''$ West a distance of 30.20 feet to a point on the West line of said Northwest quarter of Section 27;
Thence North $00^{\circ}17'13''$ East along said West line a distance of 1194.33 feet to the Point of Beginning.

Situated in the County of Skagit, State of Washington.



DAVID EVANS AND ASSOCIATES, INC.
1620 WEST MARINE VIEW DRIVE - SUITE 200
EVERETT, WA 98201
TEL: 425-259-4099 - FAX: 425-259-3230

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