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Skagit County Auditor

3/20/2001 Page 1 of 2 11:37:50AM

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

**EASEMENT**

REFERENCE #:  
GRANTOR: **CROWN PACIFIC, TOWER ASSET SUB II, INC.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn. Sec. 04 and 05, Twp. 35 N., Rng. 8 E., W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P43385, P43381, P43416**

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7514

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CROWN PACIFIC LIMITED PARTNERSHIP**, a Delaware limited partnership **AND, TOWER ASSET SUB II, INC.** a Delaware corporation, as Lessor ("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 HALF OF THE NORTH HALF AND GOVERNMENT LOT 4 IN SECTION 4, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST W.M. ALL 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:

An Easement Area **10 (TEN)** feet in width having **5 (FIVE)** feet of such width on each side of a centerline described as follows:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

**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:

**a. Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

**b. 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. Grantor shall maintain roadways in such a condition such that Grantee can exercise its rights hereunder and access its systems at all times. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee. Grantor tenders to Grantee all rights to the ~~underground electrical duct and conduit system installed by Grantor, however should said Grantor installed duct system fail or become unusable by Grantee, Grantor shall re-establish the integrity of said system or provide alternate duct system at Grantors' expense.~~

**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. Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitles to

OH/UG Electric Easement 11/1998  
105011679/31033  
4 & 5-3508

*No monetary consideration was paid*

no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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.

5. **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.

6. **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.

7. **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 30<sup>th</sup> day of March, 2001.

GRANTOR:  
CROWN PACIFIC LIMITED PARTNERSHIP

TOWER ASSET SUB II, INC.

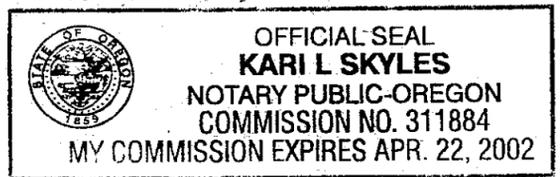
BY: [Signature] SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax BY: John F Ricci  
PAID

TITLE: \_\_\_\_\_ **MAR 20 2001** TITLE: Vice President

STATE OF WASHINGTON Oregon )  
COUNTY OF Multnomah ) ss  
Amount Paid \$ 0  
By: [Signature] Skagit County Treasurer  
Deputy

On this 30<sup>th</sup> day of March, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared [Signature], to me known to be the person who signed as SVP: General Counsel of CROWN PACIFIC LIMITED PARTNERSHIP, the Delaware Limited 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 CROWN PACIFIC LIMITED PARTNERSHIP for the uses and purposes therein mentioned; and on oath stated that He was authorized to execute the said instrument on behalf of said CROWN PACIFIC LIMITED PARTNERSHIP.

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



[Signature]  
(Signature of Notary)  
Kari L. Skyles  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Oregon Washington,  
residing at Portland  
My Appointment Expires: April 22, 2002

CALIFORNIA  
STATE OF WASHINGTON )  
COUNTY OF CONTRA COSTA ) ss

On this 5<sup>th</sup> day of FEBRUARY, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN F. RICCI, to me known to be the person who signed as VICE PRESIDENT, of TOWER ASSET SUB II, INC., the 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 TOWER ASSET SUB II, INC., for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said TOWER ASSET SUB II, INC.

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



[Signature]  
(Signature of Notary)  
SUSAN DENSMORE  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of California Washington,  
residing at Walnut Creek  
My Appointment Expires: 12/26/03

Notary seal, text and all notations