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Skagit County Auditor

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Skagit County Auditor

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

RE-RECORDED TO CORRECT LEGAL DESCRIPTION

EASEMENT

ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR: **FIDALGO NORTHWEST LLC.**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **NE 1/4 SEC 27, TWP 35 N, RGE 1E W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: **P32340/350127-1-004-0001 and 350127-1-002-0508**

M 7417-3
M 7721-4

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **FIDALGO NORTHWEST 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 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 DESCRIBED AS FOLLOWS:

Wdh
12/17/01

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°47'08" EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, AS SHOWN ON SURVEY RECORDED IN BOOK 12 OF SURVEYS, PAGE 116, RECORDS OF SKAGIT COUNTY FOR A DISTANCE OF 310.48 FEET; THENCE AT A RIGHT ANGLE, SOUTH 0°12'52" EAST A DISTANCE OF 237.60 FEET; THENCE SOUTH 54°51'55" WEST A DISTANCE OF 175 FEET; THENCE SOUTH 65°59'45" WEST A DISTANCE OF 153.20 FEET; THENCE SOUTH 86°26'14" WEST A DISTANCE OF 27.16 FEET TO A POINT ON THE WEST LINE OF SAID SUBDIVISION WHICH LIES SOUTH 0°10'15" WEST, ALONG SAID WEST LINE A DISTANCE OF 401.16 FEET TO THE POINT OF BEGINNING;

East from the point of beginning; thence North 0°10'15" West 12/17/01

TOGETHER WITH THE EAST 310 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

EXCEPT THE NORTH 660 FEET OF THE EAST 210 FEET THEREOF; ALSO EXCEPT THE NORTH 575 FEET OF THE WEST 100 FEET OF THE EAST 310 FEET THEREOF.

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 _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY

EASEMENT NO. 3: ALL AREAS LOCATED WITHIN A 10 (TEN) FEET PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS.

EASEMENT NO. 4: NO VEHICULAR ACCESS, PARKING OR DRIVEN SURFACES SHALL BE LOCATED WITHIN A 5 (FIVE) FOOT PERIMETER OF ALL OF GRANTEE'S GROUND-MOUNTED OR SEMI-BURIED VAULTS, PEDESTALS, TRANSFORMERS AND/OR HANDHOLDS.

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

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The monetary consideration was paid.

transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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 16th day of January, 2001.

GRANTOR: FIDALGO NORTHWEST LLC
By: [Signature] SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
By: [Signature] SKAGIT COUNTY WASHINGTON Real Estate Excise Tax

DEC 26 2001

JAN 22 2001

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

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

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 16th day of January, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. Scott Irving and [Signature], to me known to be the person who signed as President and [Signature], respectively, of FIDALGO NORTHWEST LLC, the limited liability company 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 FIDALGO NORTHWEST LLC for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said FIDALGO NORTHWEST LLC.

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

CATHY J. BAY-SCHMITH
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-28-03

[Signature]
(Signature of Notary)
Cathy Bay-Schmidt
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Amacortes
My Appointment Expires: 11-28-03

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

