



200211040110

Skagit County Auditor

11/4/2002 Page 1 of 5 11:12AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Attn: ROW Department, OBC-11N
 1700 East College Way
 Mount Vernon, WA 98273

EASEMENT

GRANTOR: GRANDVIEW NORTH LLC & OVENELL
 GRANTEE: PUGET SOUND ENERGY, INC.
 SHORT LEGAL: Portion N $\frac{1}{2}$ Lot 6 SEDRO ACREAGE
 ASSESSOR'S PROPERTY TAX PARCEL: P119465

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

m7945

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **FRED N. OVENELL and DOROTHY A. OVENELL, husband and wife and GRANDVIEW NORTH L.L.C., 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 WESTERLY 25 FEET OF THE NORTH $\frac{1}{2}$ OF LOT 6, "SEDRO ACREAGE", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, 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.

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.

UG Electric 11/1998
 40363/105020455
 NW23-35-4

No monetary consideration was paid

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 30th day of October, 2002.

GRANTOR:

BY: Fred N. O'Connell / POA
FRED N. O'CONNELL

BY: Dorothy A. O'Connell
DOROTHY A. O'CONNELL

BY: _____
GRANDVIEW NORTH L.L.C.

ITS: _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 04 2002

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



200211040110

Skagit County Auditor

11/4/2002 Page 2 of 5 11:12AM

• 10/29/2002 14:42 842970

MT VERNON

PAGE 05

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 _____ day of _____, 2002.

GRANTOR:

BY: _____
FRED N. OVENELL

BY: _____
DOROTHY A. OVENELL

BY: _____
GRANDVIEW NORTH L.L.C.

ITS: MANAGER



200211040110

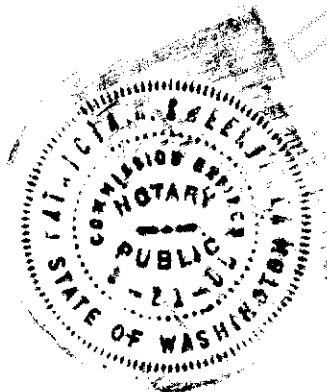
Skagit County Auditor

11/4/2002 Page 3 of 5 11:12AM

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 30th day of OCTOBER, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DOROTHY A. OVENELL**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Patricia R. Sweering
(Signature of Notary)
PATRICIA R. SWEERING
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 1414 Vernon

My Appointment Expires: 9/21/2005

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 30th day of October, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DOROTHY A. OVENELL**, to me known to be the person who signed as Attorney in Fact for **FRED N. OVENELL**, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of **FRED N. OVENELL** for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **FRED N. OVENELL**.

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



Patricia R. Sweering
(Signature of Notary)
PATRICIA R. SWEERING
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at 1414 Vernon
My Appointment Expires: 9/21/2005



200211040110

Skagit County Auditor

11/4/2002 Page 4 of 5 11:12AM

10/30/2002 08:13 842970

MT VERNON

PAGE 02/02

STATE OF WASHINGTON)
) SS
 COUNTY OF)

On this _____ day of _____, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **FRED N. OVENELL** and **DOROTHY A. OVENELL**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

 (Signature of Notary)

 (Print or stamp name of Notary)

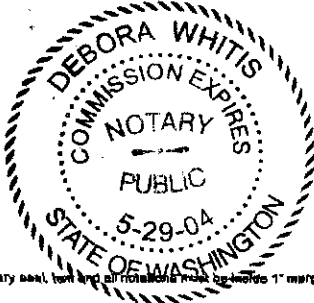
NOTARY PUBLIC in and for the State of Washington, residing at _____

My Appointment Expires: _____

STATE OF WASHINGTON)
) SS
 COUNTY OF)

On this 29th day of October, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Wammack, to me known to be the person who signed as a member of **GRANDVIEW NORTH L.L.C.**, 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 **GRANDVIEW NORTH L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **GRANDVIEW NORTH L.L.C.**.

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



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

Debora Whitis
 (Signature of Notary)

Debora Whitis
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Shenika Falls

My Appointment Expires: 5-29-04



200211040110

Skagit County Auditor

11/4/2002 Page 5 of 5 11:12AM