



200212160203
Skagit County Auditor

12/16/2002 Page 1 of 3 11:26AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mount Vernon, WA 98273

EASEMENT

GRANTOR: LEE, ROY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion of NW 34-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P29723; P29715; P29727; P29728

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ROY LEE, a single man on date of acquiring title** ("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 1: 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 – generally described as follows: Beginning at an existing pole on the Little Mountain Road right of way; thence in a southeasterly and southerly direction to a point approximately 150 feet north of Carpenter Creek and 32 feet west of the east line of the above described Property; thence in a westerly and southwesterly direction 1630 feet, more or less, to the terminus.

Easement 2: Strips of land ten (10) feet in width with five (5) feet on each side of anchors and guys as necessary to construct the facilities located on Easement 1 described above.

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 gas and electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** Poles 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

OH/UG Electric Easement 11/1998
105018731/39161
SE 34-34-4

No monetary consideration was paid

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. 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 entitled to 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 13 day of 12 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX, 2002.

Roy Lee
STATE OF WASHINGTON)
COUNTY OF) SS

DEC 16 2002
Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

On this 13th day of December, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy Lee, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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 Sneider
(Signature of Notary)
PATRICIA SNEIDER
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at MT VERNON WA
My Appointment Expires: 91

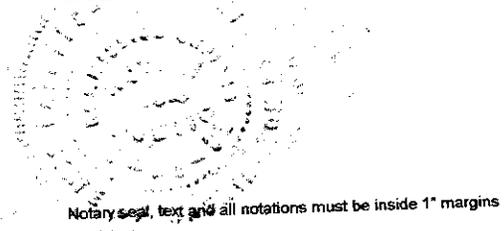


EXHIBIT "A"

Parcel A:

That portion of the Northwest Quarter of the Northwest Quarter of Section 34, Township 34 North, Range 4 East, W.M., lying south of the County Road;
EXCEPT the West 900 feet thereof;
EXCEPT that portion thereof conveyed to Skagit County by deed recorded April 30, 1936 under Auditor's File No. 391250;
AND EXCEPT that portion thereof conveyed to the State of Washington by deed recorded December 31, 1953 under Auditor's File No. 496809.

Parcel B:

The Southwest Quarter of the Northwest Quarter of Section 34, Township 34 North, Range 4 East, W.M.;
EXCEPT the South Half of the Southwest Quarter thereof;
AND EXCEPT that portion thereof conveyed to the State of Washington by deed recorded December 31, 1953 under Auditor's File No. 496809.

Parcel C:

That portion of the East Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 34 North, Range 4 East, W.M., lying North and West of that portion thereof conveyed to the State of Washington by deed recorded December 31, 1953 under Auditor's File No. 496809.

Situate in the County of Skagit, State of Washington.



200212160203
Skagit County Auditor