

RETURN ADDRESS:

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



200212240142

Skagit County Auditor

12/24/2002 Page 1 of 2 11:21AM

EASEMENT

GRANTOR: LANDED GENTRY DEVELOPMENT
GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion Lots 3, 4, 5, 8, 9 and Infiltration Tract Moss SP - Portion Tr 35 Burlington Acreage
ASSESSOR'S PROPERTY TAX PARCEL: P119703, P119704, P119705, P119708, P119709, P119710

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

17994

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LANDED GENTRY DEVELOPMENT, INC., a Washington corporation** ("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:

LOTS 3, 4, 5, 8, 9, AND "INFILTRATION TRACT", SHORT PLAT BU2-02, APPROVED OCTOBER 28, 2002, RECORDED OCTOBER 28, 2002, UNDER AUDITOR'S FILE NO. 200210280240, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE EAST 1/2 OF TRACT 35, PLAT OF BURLINGTON ACREAGE PROPERTY, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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:

A strip of land 10 feet in width across the above described Property being parallel to and coincident with the boundaries of that certain 30 foot private access and utility easement as shown on the face of the above described Short Plat.

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 or lines 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.

No monetary consideration was paid.

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 18th day of December, 2002.

BY: [Signature]

Title: Vice President

STATE OF WASHINGTON)

) SS

COUNTY OF)

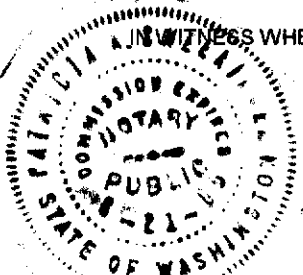
On this 18th day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRIAN GENTRY, to me known to be the person who signed as VICE PRESIDENT of LANDED GENTRY DEVELOPMENT, the corporation that executed the 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 LANDED GENTRY DEVELOPMENT for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said LANDED GENTRY DEVELOPMENT.

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

[Signature]
(Signature of Notary)

PATRICIA SNEERINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON
My Appointment Expires: 9/21/2002



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



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Skagit County Auditor