



200305120282

Skagit County Auditor

5/12/2003 Page 1 of 2 3:52PM

RETURN ADDRESS:

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

CHICAGO TITLE CO.**EASEMENT****REFERENCE #:**

GRANTOR: LERVIK
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 32, of Survey Recorded AF# 9812030124
ASSESSOR'S PROPERTY TAX PARCEL: 3809-323-032-0100

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DAVID A. LERVIK** and **TAMMI HOPE LERVIK**, husband and wife ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation, **CASCADE NATURAL GAS**, a Washington Corporation, **VERIZON NORTHWEST, INC.**, a Washington Corporation, and **COMCAST**, a Washington Corporation (Puget, Cascade, Verizon and Comcast are referred to herein collectively as "Grantees" and individually as "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:

Lot 32, of Survey Recorded December 3, 1998, in Volume 21 of Surveys, pages 85 through 87, under Auditors File No. 9812030124, records of Skagit County, Washington; being a portion of Lots 18 through 20, Block 1122, **NORTHERN PACIFIC ADDITION TO ANACORTES**, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington.

Except as may be otherwise set forth herein each Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A strip of land 5 feet in width across the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

1. Purpose. Each 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 and/or communication systems over and/or under the easement area. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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.

UG Gas & Electric Easement 11/1998
105013381/33123
NW28-35-01

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2003

Amount Paid \$
Skagit Co. Treasurer
By Deputy

Following the initial construction of all or a portion of its systems, each Grantee may, from time to time, construct such additional facilities as it may require for such systems. Each Grantee shall have the right of access to the Easement Area over and across the Property to enable such Grantee to exercise its rights hereunder. Each Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by such Grantee.

2. Easement Area Clearing and Maintenance. Each Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Each 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. Each Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of such Grantee's negligence in the exercise of the rights herein granted to such Grantee, but nothing herein shall require any 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 to a Grantee shall continue until such time as such Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate as to such Grantee and all rights granted to such Grantee, 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. Each 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 9th day of may, 2003.

GRANTOR:

BY:

DAVID A. LERVIK

BY:

TAMMI HOPE LERVIK

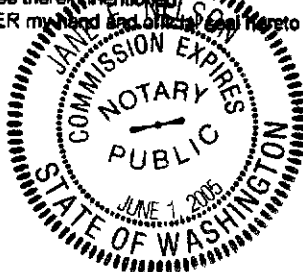
STATE OF WASHINGTON

COUNTY OF Skagit

SS

On this 9th day of may, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID A. LERVIK and TAMMI HOPE LERVIK, to me known to be the Individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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 ANACOSTES
My Appointment Expires: 6/1/05



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Skagit County Auditor