



200307290050

Skagit County Auditor

7/29/2003 Page

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3 11:13AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: **NORTHWEST PIPELINE CORPORATION**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion SW NE 18-35-5**
ASSESSOR'S PROPERTY TAX PARCEL: **P39331**

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M8147-1

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **NORTHWEST PIPELINE CORPORATION, a Delaware 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, 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:

THE EAST 5 FEET OF THE ABOVE DESCRIBED TRACT.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one utility system for purposes of distribution and sale of electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** ~~Poles, towers and other support structures with crossarms, braces, guys and anchors; electric 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~~

Construction and maintenance of Grantee's facilities shall be completed by accessing the facilities over the fence on the east side of the property. However, if necessary work cannot be completed by accessing the facilities over the fence, Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder, subject to the Notice Requirement. 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

#41909 No monetary consideration was paid

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 except as shown on Williams Drawing PM5-SEW-E0002. 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.

8. Notice Requirement. Except in emergencies, when no notice is required, Grantee shall not perform any Utilities Work with equipment located on Grantor's Property unless it has provided Grantor with five days advance written notice to Grantor's local representative (the conditions of this paragraph are called the "Notice Requirement").

DATED this 2nd day of July, 2003.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Amy Harward

Title: Attorney-in-Fact

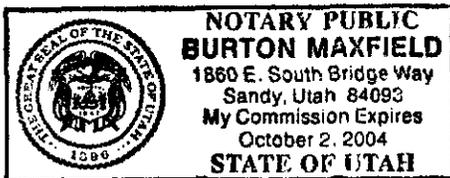
STATE OF Utah WASHINGTON)
COUNTY OF San Juan) SS

JUL 29 2003

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

On this 2nd day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Amy Harward, to me known to be the person who signed as Attorney-in-Fact, of **NORTHWEST PIPELINE CORPORATION**, 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 **NORTHWEST PIPELINE CORPORATION** for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **NORTHWEST PIPELINE CORPORATION**.

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



Burton Maxfield
(Signature of Notary)

Burton Maxfield
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at S. C. County

My Appointment Expires: 10-2-04

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



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EXHIBIT "A"

That portion of the Southwest Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the Southeast corner of said Southwest Quarter of the Northeast Quarter, said point being in the center line of a north-south blacktop road; thence in a northerly direction along said center line 521.62 feet; thence West 19 feet to the true point of beginning on the west right of way fence line of said north-south blacktop road as it existed on July 13, 1965; thence West 50 feet; thence North 100 feet; thence East 50 feet to a point on said West right of way fence line; thence south 100 feet along said right of way fence line to the point of beginning.

Situate in the County of Skagit, State of Washington.



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