

RETURN ADDRESS:

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



200308120069

Skagit County Auditor

EASEMENT

8/12/2003 Page 1 of 2 9:52AM

GRANTOR: MONGOOSE LAKE RESORT LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 8, Blk 1, Lake Cavanaugh No. 3
ASSESSOR'S PROPERTY TAX PARCEL: P66783 / 3939-001-008-0000

FIRST AMERICAN TITLE CO.
MS156-3
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MONGOOSE LAKE RESORT LLC**, 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, along, across, and through the following described real property ("Property" herein) in ~~Skagit~~ **SKAGIT** County, Washington:

LOT 8, BLOCK 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3", ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 6 OF PLATS, PAGES 25 TO 31, 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 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 point near the westerly corner of said Lot 8 said point of beginning located on the north line of South Shore Drive; thence in a northerly direction a distance of 20 feet, more or less, to a point on the southerly property line of Lot 9, Block 1 in said Plat and the terminus of this centerline.

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:

~~a. Overhead facilities. Poles, towers 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.~~

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional 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.

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.

Overhand Easement
44143
SW 27-33-5

No monetary consideration was paid

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 4 day of AUGUST, 2003.

GRANTOR:
MONGOOSE LAKE RESORT LLC

BY: _____

Title: Man

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 12 2003

Amount Paid \$ _____
Skagit Co. Treasurer
By _____ Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 4 day of AUGUST, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOE SACOTE, to me known to be the person who signed as a member of **MONGOOSE LAKE RESORT LLC**, 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 **MONGOOSE LAKE RESORT LLC** for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said **MONGOOSE LAKE RESORT LLC**.

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



Mary Stice
(Signature of Notary)

MARY A. STICE
(Print or stamp name of Notary)

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

My Appointment Expires: 9/29/04

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



200308120069
Skagit County Auditor