



200309290244

Skagit County Auditor

9/29/2003 Page 1 of 3 1:33PM

**RETURN ADDRESS:**

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

M8189-7

**EASEMENT**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

GRANTOR: SHELL OIL PRODUCTS COMPANY LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Government Lot 3 & 4 3-34-2  
ASSESSOR'S PROPERTY TAX PARCEL: P33502/350234-0-010-0005

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SHELL OIL PRODUCTS COMPANY LLC, a Delaware Limited Liability Company, who acquired title as Equilon Enterprises LLC** ("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:

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 a point on the west line of East March's Point Road, said point being adjacent to an existing power pole and immediately north of the north line of an existing private road centered on the section line between Section 34, Township35 North, Range 2 East, W.M. and Section 3, Township 34 North, Range 2 East, W.M.; thence southwesterly to a point five feet south of the existing road; thence west along a line 5 feet from and parallel to the south line of said existing private road, a distance of 1325 feet, more or less, to the terminus of this centerline description.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

**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 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.

UG Electric 11/1998  
105025731/44903  
NW 3-34-2

*No monetary consideration was paid*

**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. 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.** 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.

**5. 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.

**6. 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 24<sup>th</sup> day of September, 2003.

GRANTOR:

BY: [Signature]

Title: SRU 4 PROJECT MGR

STATE OF Washington )  
 COUNTY OF Skagit ) SS

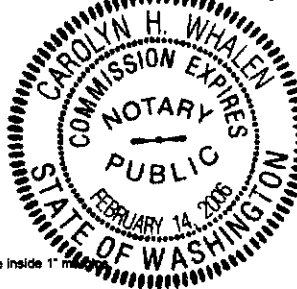
SKAGIT COUNTY WASHINGTON  
 Real Estate Excise Tax

SEP 29 2003

Amount Paid \$  
 Skagit County Treasurer  
 By: DC Deputy

On this 24<sup>th</sup> day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Elery Sokal, to me known to be the person who signed as a member of **SHELL OIL PRODUCTS COMPANY 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 **SHELL OIL PRODUCTS COMPANY 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 **SHELL OIL PRODUCTS COMPANY LLC**.

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



Carolyn H. Whalen  
 (Signature of Notary)

Carolyn H. Whalen  
 (Print or stamp name of Notary)  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at Mount Vernon

My Appointment Expires: 2/14/06

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



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EXHIBIT "A"

A portion of Government Lots 3 and 4 in Section 34, Township 35 North, Range 2 East, W.M. and portions of Government Lots 3 and 4 in Section 3, Township 34 North, Range 2 East, W.M., more particularly described as follows:

Commencing at the Southwest corner of Section 34, Township 35 North, Range 2 East, W.M., said section corner being the TRUE POINT OF BEGINNING; thence North  $89^{\circ}33'18''$  East along the South line of said Government Lot 4 a distance of 872.54 feet; thence North  $00^{\circ}28'12''$  East parallel with the West line of Government Lot 4 a distance of 2166.20 feet; thence South  $88^{\circ}11'10''$  East a distance of 345.30 feet to the Westerly margin of March's Point Road; thence South  $19^{\circ}23'51''$  East along said road margin a distance of 179.45 feet; Thence South  $24^{\circ}41'11''$  East along said Road margin a distance of 139.34 feet; Thence South  $29^{\circ}54'32''$  East along said Road margin a distance of 605.45 feet; Thence South  $27^{\circ}23'21''$  East along said Road margin a distance of 263.08 feet; Thence South  $15^{\circ}23'43''$  East along said Road margin a distance of 429.40 feet; Thence South  $18^{\circ}25'49''$  East along said Road margin a distance of 290.33 feet; Thence South  $28^{\circ}05'33''$  East along said Road margin a distance of 1170.61 feet; Thence South  $35^{\circ}40'30''$  East along said Road margin a distance of 611.89 feet to the Northerly margin of the Burlington Northern Railroad; thence South  $73^{\circ}59'16''$  West along the northerly margin of the Burlington Northern Railroad a distance of 2997.49 feet; thence North  $00^{\circ}31'33''$  West along the West line of Government Lot 4, Section 3, Township 34 North, Range 2 East, W.M., a distance of 1938.71 feet to the Northwest corner of said Section 3 and the TRUE POINT OF BEGINNING of this description and the terminus of this description.

Situate in the County of Skagit, State of Washington.



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