



200310060295

Skagit County Auditor

10/6/2003 Page 1 of 4 1:40PM

RETURN ADDRESS:

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

ACCOMMODATION RECORDING ONLY
FIRST AMERICAN TITLE CO.

EASEMENT

M8196-1

GRANTOR: SHDP ASSOCIATES LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE 1/4 NE 1/4 7-34-4
ASSESSOR'S PROPERTY TAX PARCEL: 340407-1-026-0015/P24104

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, SHDP ASSOCIATES, 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, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at a point on the West line of State Highway No. 99, that is 30 feet West and 305.07 feet South of the Northeast corner of said subdivision; thence North 88°50'30" West parallel to the West line of said subdivision, 398.8 feet, more or less, to the West line of that certain tract Deeded to Emil Hanson by Deed recorded under Auditor's File No. 362759; thence Southerly parallel to the East line of said subdivision, 101.55 feet; thence South 88°50'30" East to the West line of said Highway; thence North along said West line to the point of beginning EXCEPT that portion thereof lying East of a line drawn 40 feet West of and parallel with the East line of said subdivision.

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:

The East 10 feet of the North 10 feet of the above described Property .

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.

UG Electric Easement 11/1998
105023184/45124
SE 7-34-4

No monetary consideration was paid

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 **other than the rockery as shown on plans prepared by Donahou Design Group and dated June 9, 2003** 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 25th day of September, 2003.

GRANTOR:
SHDP ASSOCIATES, LLC

SHDP ASSOCIATES, LLP, Member of SHDP ASSOCIATES, LLC

BY: [Signature]
MICHAEL J HESS, Partner of SHDP ASSOCIATES, LLP

BY: [Signature]
MACK H DUBOSE, Partner of SHDP ASSOCIATES, LLP

BY: [Signature]
C SCOTT SHANKS, Partner of SHDP ASSOCIATES, LLP

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 06 2003

Amount Paid \$
Skagit County Treasurer
By: [Signature] Deputy

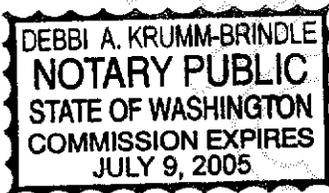


200310060295
Skagit County Auditor

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 25th day of September, 2003, before me, the undersigned Notary Public, personally appeared **MICHAEL J HESS, Partner, MACK H DUBOSE, Partner, and C SCOTT SHANKS, Partner of SHDP ASSOCIATES, LLP, Member of SHDP ASSOCIATES, LLC**, and personally known to me or proved to me on the basis of satisfactory evidence to be of the limited liability company that executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this easement agreement on behalf of the limited liability company.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]
(Signature of Notary)

DEBBI A. KRUMM-BRINDLE
(Print or stamp name of Notary)

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

My Appointment Expires: July 9, 2005

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



Skagit County Auditor

EXHIBIT "A"

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at a point on the West line of State Highway No. 99, that is 30 feet West and 305.07 feet South of the Northeast corner of said subdivision; thence North $88^{\circ}50'30''$ West parallel to the West line of said subdivision, 398.8 feet, more or less, to the West line of that certain tract Deeded to Emil Hanson by Deed recorded under Auditor's File No. 362759; thence Southerly parallel to the East line of said subdivision, 101.55 feet; thence South $88^{\circ}50'30''$ East to the West line of said Highway; thence North along said West line to the point of beginning EXCEPT that portion thereof lying East of a line drawn 40 feet West of and parallel with the East line of said subdivision.

Situate in the County of Skagit, State of Washington.



200310060295
Skagit County Auditor

10/6/2003 Page

4 of

4

1:40PM