



200402230087
Skagit County Auditor

2/23/2004 Page 1 of 2 11:13AM

RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

m8aay

GRANTOR: B. HANSON CONSTRUCTION, L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW NE 17-35-6
ASSESSOR'S PROPERTY TAX PARCEL: 350607-1-002-0000/P41544

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **B. HANSON CONSTRUCTION, L.L.C.**, 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:

LOT 1 OF LYMAN SHORT PLAT NO. 1-86, RECORDED IN VOLUME 7 OF SHORT PLATS AT PAGE 163, UNDER AUDITOR'S FILE NO. 8701230021, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

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.

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. 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.

UG Electric Easement 11/1998
46734/105027272
NE 17-35-6

No monetary consideration paid

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.

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 19th day of FEBRUARY, 200~~3~~⁴.

GRANTOR:
B. HANSON CONSTRUCTION, L.L.C.

BY: Brian Hanson

Title: MANAGING MEMBER

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

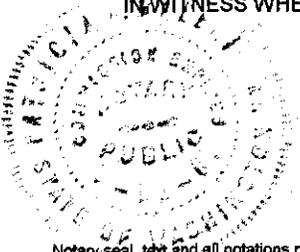
FEB 23 2004

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

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 19th day of FEBRUARY, 200~~3~~⁴, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRIAN HANSON, to me known to be the person who signed as MANAGING MEMBER of **B. HANSON CONSTRUCTION, L.L.C.**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **B. HANSON CONSTRUCTION, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **B. HANSON CONSTRUCTION, L.L.C.**

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



Patricia K. Sneiderger
(Signature of Notary)
PATRICIA K. SNEIDERGER
(Print or stamp name of Notary)

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

My Appointment Expires: 9/21/2005

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



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