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200403220172

Skagit County Auditor

3/22/2004 Page 1 of 2 1:47PM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

*m8310*

ACCOMMODATION RECORDING ONLY

GRANTOR: HOPPER ROAD LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Revised Lot 6, Burlington Binding Site Plan BS 1-95 (Portion NW 8-34-4)  
ASSESSOR'S PROPERTY TAX PARCEL: 8004-000-005-0000/P108148

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **HOPPER ROAD 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:

**Lots 5 and 6 of Burlington Binding Site Plan BS 1-95, approved August 4, 1995 and recorded under Auditor's File No. 9508070045, records of Skagit County, Washington, being a portion of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, W.M., except the following described parcels "A" and "B":**

**Parcel "A"**

**Beginning at the Southwest corner of said Lot 5; thence South 89°48'01" East, along the South line of said Lot 5, a distance of 20.04 feet; thence North 0°12'00" East, parallel with the West line of said Lot 5, a distance of 301.66 feet to the North line of said Lot 5; thence North 89°48'01" West, along the North line of said Lot 5, a distance of 20.04 feet to the Northwest corner of said Lot 5; thence South 0°12'00" West, along the West line of said Lot 5, a distance of 301.66 feet to the point of beginning.**

**Parcel "B"**

**Commencing at the Southwest corner of said Lot 5; thence South 89°48'01" East, along the South line of said Lot 5, a distance of 20.04 feet to the TRUE POINT OF BEGINNING; thence North 0°12'00" East, parallel with the West line of said Lot 5, a distance of 143.96 feet; thence South 90°00'00" East 137.53 feet; thence South 1°04'28" East 144.47 feet, to the South line of Lot 6 of said Binding Site Plan; thence North 89°48'01" West 140.74 feet to the TRUE POINT OF BEGINNING.**

**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. The centerline of said strip of land is generally described as follows:**

**Beginning at a point on the east line of the above described Property said point being 5 feet, more or less, north of the southeast corner of said Property; thence west 5 feet, more or less; thence north parallel with the east line of said property 110 feet, more or less, to 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:

**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-

*No monetary consideration paid*

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.

**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 15<sup>th</sup> day of MARCH, 2004.

GRANTOR:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

BY: Hopper Road LLC

MAR 22 2004

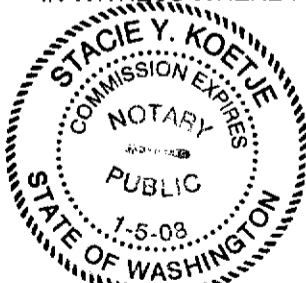
BY: Michael V. Fohn

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

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 15<sup>th</sup> day of March, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael V. Fohn, to me known to be the person who signed as a member of HOPPER ROAD 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 HOPPER ROAD 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 HOPPER ROAD LLC.

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



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

Stacie V. Koetje  
(Signature of Notary)

Stacie V. Koetje  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Mt. Vernon

My Appointment Expires: 1-5-08



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Skagit County Auditor