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200405140157
Skagit County Auditor

5/14/2004 Page 1 of 3 3:18PM

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

EASEMENT

FIRST AMERICAN TITLE CO.
Mozz
ACCOMMODATION RECORDING ONLY

GRANTOR: SMILEY PROPERTIES L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion SE¼ NE¼ 18-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P107480, 8005-000-001-0100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DEAN A. SMILEY and COLLEEN SMILEY, individually and SMILEY PROPERTIES, 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 easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

LOT 1A OF THE CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-94 BSP APPROVED MAY 31, 1994 AND RECORDED MAY 31, 1994 UNDER AUDITOR'S FILE NO. 9405310129, IN VOLUME 11 OF SHORT PLATS, PAGES 77 TO 81, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF THE SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 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. The centerline of said strip is generally described as follows:

Beginning at the terminus of the existing electrical system located on the westerly portion of the above described tract; thence in a southeasterly direction to the east line of said Property, said point being 75 feet, more or less, north of the south line of said property and the terminus of this centerline.

This easement description may be superseded at a later date with a surveyed and/or as-built description provided at no cost to Grantee.

UG Electric 11/1998
47491/105028023
NE 18-34-4

No monetary consideration paid

1. **Exclusive 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:

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. After the initial construction of the Grantor's facilities and except in emergencies, when no advance notice is required, Grantee shall not perform any utilities work unless without notifying Grantor three days in advance of performing said work. Said notice shall be directed to Dean A. Smiley at 1616 North 18th Suite 160, Mount Vernon, WA 98273 (360) 424-1772 or such location as Grantor, in writing, stipulates to Grantee's Skagit County office, Right of Way Department.

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, which shall not be unreasonably withheld, denied or delayed.

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 commence upon installation of Grantee's facilities continue until such time as Grantee ceases to use the Easement Area for a period of one (1) year, 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 except as provided and approved by the Washington State Utility and Transportation Commission. 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 5TH day of MAY SKAGIT COUNTY WASHINGTON, 2004.
REAL ESTATE EXCISE TAX

GRANTOR:
SMILEY PROPERTIES, L.L.C.,
BY: Dean A. Smiley
Title: Member

MAY 14 2004
Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy


200405140157
Skagit County Auditor

BY: Dean A. Smiley
DEAN A. SMILEY

BY: Colleen Smiley
COLLEEN SMILEY

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 5th day of May, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DEAN A. SMILEY** and **COLLEEN SMILEY**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

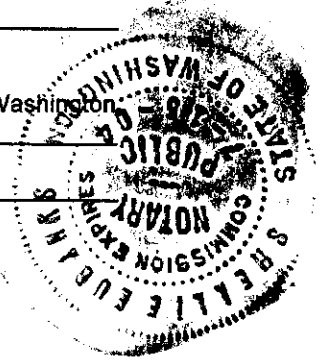
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Shelle Eubanks
(Signature of Notary)

Shelle Eubanks
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington
residing at Bow

My Appointment Expires: 7-15-04



STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 5th day of May, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dean A. Smiley, to me known to be the person who signed as a member of **SMILEY PROPERTIES L.L.C.**, 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 **SMILEY PROPERTIES 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 **SMILEY PROPERTIES L.L.C.**.

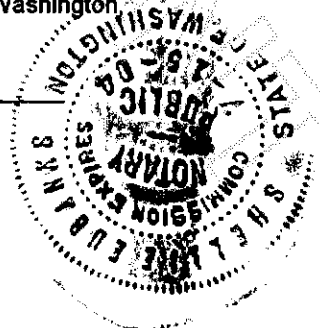
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Shelle Eubanks
(Signature of Notary)

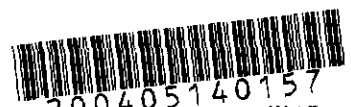
Shelle Eubanks
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington
residing at Bow

My Appointment Expires: 7-15-04



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



Skagit County Auditor