



200409270142

Skagit County Auditor

9/27/2004 Page

1 of

2 11:33AM

**RETURN ADDRESS:**

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

FIRST AMERICAN TITLE CO.

**EASEMENT****ACCOMMODATION RECORDING ONLY**

m8444

**GRANTOR: BATES ENTERPRISES, LLC**  
**GRANTEE: PUGET SOUND ENERGY, INC.**  
**SHORT LEGAL: Lot 1, SP 99-0021 portion W $\frac{1}{2}$  SW $\frac{1}{4}$  32-35-3**  
**ASSESSOR'S PROPERTY TAX PARCEL: P111081/350332-4-013-050**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BATES ENTERPRISES, LLC, a California 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 SHORT PLAT NO. 99-0021, RECORDED APRIL 20, 2000, UNDER AUDITOR'S FILE NO. 200004200022, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M.**

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 south line of the above described Property, said point being 5 feet West of the East line of that certain easement as set out in Auditor's File No. 200004200023; thence North 20 feet, more or less, to the terminus of said centerline.**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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 10/2003  
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SW $\frac{1}{4}$  32-35-3

*No monetary consideration 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 17<sup>th</sup> day of September 2004

GRANTOR:

BY: Judy L. Welfinger  
Title: PRES.

STATE OF California  
COUNTY OF San Luis Obispo

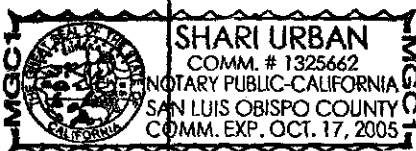
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 27 2004

Amount Paid  
By [Signature] Skagit Co. Treasurer  
Deputy

On this 17<sup>th</sup> day of September 2004, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Judy L. Welfinger, to me known to be the person who signed as a member of BATES ENTERPRISES, 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 BATES ENTERPRISES, LLC for the uses and purposes therein mentioned; and on oath stated that She was authorized to execute the said instrument on behalf of said BATES ENTERPRISES, LLC.

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



Shari Urban  
(Signature of Notary)  
Shari Urban  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of California  
residing at Paso Robles, CA

My Appointment Expires: 10-17-05



200409270142  
Skagit County Auditor