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Skagit County Auditor

5/6/2005 Page 1 of 2 11:27AM

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

EASEMENT
(Customer Form)

pld905

FIRST AMERICAN TITLE CO.
M 8574-2

GRANTOR: LAKE CAVANAUGH LLC
GRANTEE: Puget Sound Energy
SHORT LEGAL: Lots 130 and 131, Blk 1, Lake Cavanaugh Div 3
ASSESSOR'S PROPERTY TAX PARCEL: 3838-001-130-0001/P66905; 3838-001-131-0000/P66906

OP. MAP NO SW 22-33-6 JOB NO: 54661 / 593915556

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, LAKE CAVANAUGH, LLC, a Washington Limited Liability Company ("Grantor" herein), it's successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), it's successors and assigns 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 130 and 131, Block 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3," as per plat recorded in Volume 5 of Plats, pages 25 through 31, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EASEMENT LOCATION: Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by building footings, foundations, and/or subsurface structures.

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 distribution and sale of electricity together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems.

2. **Grantor's Use of Easement Area.** Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

DATED this 15 day of April, 2005.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX GRANTOR:

By: Viola Steinman

Title: _____

MAY 06 2005

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

No monetary consideration paid

STATE OF WASHINGTON)
) ss
COUNTY OF King)

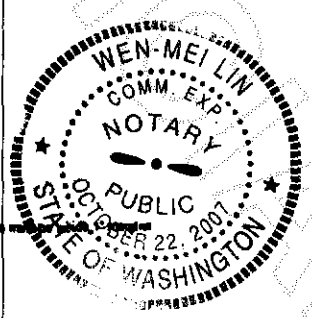
On this 15th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Viola M. Staman, to me known to be the person who signed as a member of LAKE CAVANAUGH LLC, the limited liability corporation that executed 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 LAKE CAVANAUGH 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 LAKE CAVANAUGH LLC.

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

[Signature]
(Signature of Notary)

Wen-Mei Lin
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at [Address]

My Appointment Expires: 10/22/07



Notary seal, last end of resolution

cust form 11/1999



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Skagit County Auditor