

RETURN ADDRESS:

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

EASEMENT

ACCOMMODATION RECORDING ONLY

FIRST AMERICAN TITLE CO.

N 8650-3

**GRANTOR:** 

HIGHWAY 9 OFFICE PARK CENTER LLC

GRANTEE:

**PUGET SOUND ENERGY, INC.** 

SHORT LEGAL: Lot 3 Burl BSP 2-97 in SW SW 5-34-4 ASSESSOR'S PROPERTY TAX PARCEL: P112833/8018-000-003-0000

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, HIGHWAY 9 OFFICE PARK CENTER, 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:

> LOT 3, BURLINGTON BINDING SITE PLAN NO. 2-97, APPROVED JULY 14, 1997, RECORDED DECEMBER 18, 1997, UNDER AUDITOR'S FILE NO. 9712180060, FILE IN VOLUME 13 OF SHORT PLATS, PAGES 67-68, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, 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:

## SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 groundmounted 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.

UG Electric 11/1998 55757/105035844 SW 5-34-4

No monetary consideration paid

- 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 other than that certain building as shown on the attached Exhibit A 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

7. Electro Magnetic Field (EMF). Grantor their heirs, successors and assigns assume responsibility for

all potential risks, actions or damages related to exposure to EMF and/or radio frequency radiation connected with the construction, operation and maintenance of Grantee's facilities underneath the building as shown on Exhibit A. DATED this 2005. GRANTOR HIGHWAY 9 OFFICE PARK SKAGET COUNTY WASHINGTON REAL ESTATE EXCISE TAIC SER\_0 6 2005 Amount Paic \$ STATE OF WASHINGTON ) SS COUNTY OF ShoHomis H On this 26 day of AUGUST \_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANID ALLEGEE to me known to be the person(s) who signed as MANALINE MEMORY OF HIGHWAY 9 OFFICE PARK CENTER LLC, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of HIGHWAY 9 OFFICE PARK CENTER LLC for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said HIGHWAY 9 OFFICE PARK CENTER LLC. IN WITNESS WHEREOF WHAT A Property of the War first above written.

(Signature of Notary)

residing at \_\_SeatcE

My Appointment Expires:

IINX HONATH HARRISON

NOTARY PUBLIC in and for the State of Washington,

(Print or stamp name of Notary)

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

PUBLIC

OF



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of 4 1:42PM

## EXHIBIT "A" (Page 1 of 2)

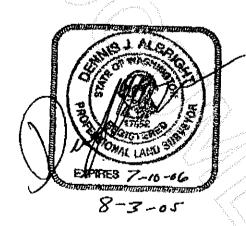
8-3-05
Legal Description
PSE Easement
Burlington Retail Center

A 10.00 foot Easement for buried power line across a portion of Lot 3, Burlington Binding Site Plan 2-97, located in a portion of the Southwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, WM, being 5.00 feet on both sides of the following described centerline:

Commencing at the Southwest corner of Lot 3 of Burlington Binding Site Plan 2-97, approved July 14, 1997 and recorded December 18, 1997 in Volume 13 of short plats at pages 67 and 68, under auditors file number 9712180060; Thence North 0° 20' 18' West, along the West line of said Lot 3, a distance of 19.85 feet to the TRUE POINT OF BEGINNING of this line description; Thence North 89° 39' 59" East 50.70 feet; Thence North 27° 11' 31' East 64.01 feet; Thence North 30° 12' 05" East 48.24 feet; Thence North 88° 23' 48" East 94.27 feet; Thence North 4° 28' 57" East 21.08 feet to the terminus of said centerline description.

The sidelines of said casement shall be extended or trimmed so as to form a continuous line across the grantors ownership.

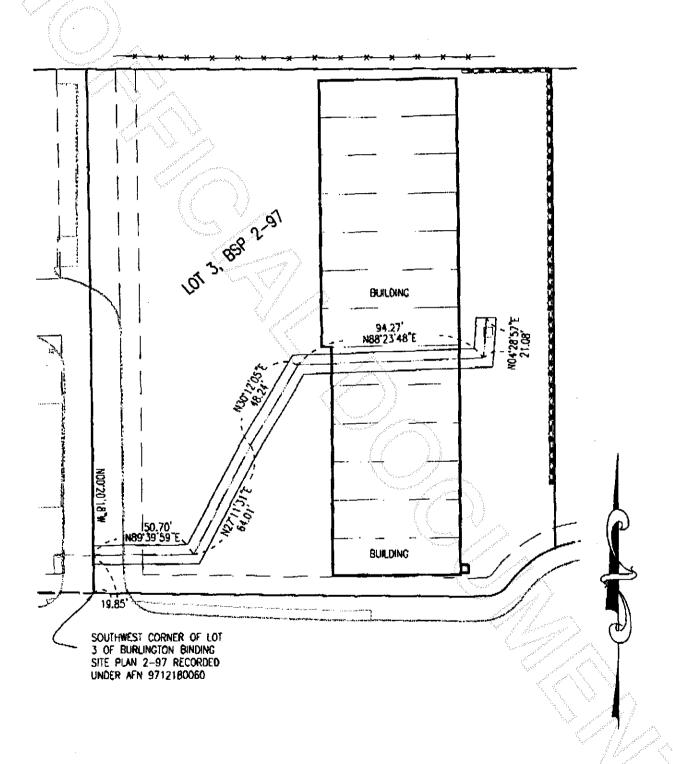
Situate in the County of Skagit, State of Washington



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## **EXHIBIT "A"** (Page 2 of 2)



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