



200510100093

Skagit County Auditor

10/10/2005 Page 1 of 2 11:26AM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.  
M 8674-6  
ACCOMMODATION RECORDING ONLY

GRANTOR: TADA, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NW 25-33-4  
ASSESSOR'S PROPERTY TAX PARCEL: P121688

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

**THAT PORTION OF NEW PARCEL A AS SET FORTH IN THAT CERTAIN BOUNDARY LINE ADJUSTMENT DATED MAY 14, 2004, APPROVED MAY 18, 2004 AND RECORDED MAY 20, 2004 UNDER AUDITOR'S FILE NO. 200405200072, (SAID PARCEL A BEING A PORTION OF THE NORTH HALF OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST W.M.), LYING SOUTH AND EAST OF STATE ROUTE 9.**

**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 – generally described as follows:**

**Beginning at the intersection of the South line of the above described Property and the east line of State Route; thence northerly along the said east line of State Route 9, 70 feet more or less, to a point due east of an existing pole and the true point of beginning of this centerline description; thence easterly 50 feet, more or less; thence southerly 70 feet, more or less, to the north line of New Parcel B of the above described Boundary Line Adjustment and the terminus of this centerline description.**

**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-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.

UG Electric 11/1998  
105031261/56860  
SW 25-33-4

*No monetary consideration paid*

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 5 day of Oct., 2005.

GRANTOR  
TADA, LLC

BY: Alfred N Carlson

Title: manager

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

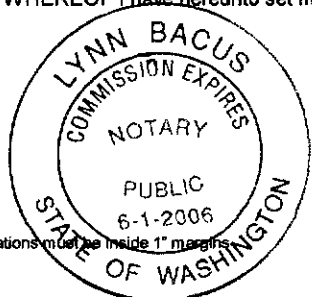
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 10 2005

Amount Paid \$ 6  
Skagit Co. Treasurer  
Deputy

On this 5th day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Al Carlson, to me known to be the person(s) who signed as manager of TADA, 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 TADA, 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 TADA, LLC

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



Lynn Bacus  
(Signature of Notary)  
Lynn Bacus  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 6/1/06

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

