

**RETURN ADDRESS:**

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



200511150106  
Skagit County Auditor

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**EASEMENT**

GRANTOR: **TWIN BRIDGE MARINE PARK, L.L.C.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **Portion Gov. Lot 1 in 2-34-2, Gov. Lot 1 in 11-34-2 and NW¼ of 12-34-2**  
ASSESSOR'S PROPERTY TAX PARCEL: **340211-0-014-0009/P20279**

FIRST AMERICAN TITLE CO.  
M8703-2  
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **TWIN BRIDGE MARINE PARK, 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 perpetual easement over, along, across and through the following described real property ("Property" herein) in Skagit County, Washington:

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

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 16 FEET IN WIDTH BEING PARALLEL TO AND COINCIDENT WITH THE NORTH LINE OF T. B. FISH ROAD, AS EXISTING AND AS VACATED BY FINAL ORDER OF VACATION DATED JANUARY 26, 1998 AND ON JANUARY 30, 1998 UNDER AUDITOR'S FILE NO. 9801300061 WITHIN THE ABOVE DESCRIBED PROPERTY.**

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove 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:

**a. Overhead facilities.** ~~Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.~~

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional lines 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.

OH/UG Gas & Electric Easement 11/1998  
56296/105033864  
NW 12-34-2/CH

*No monetary consideration paid*

3. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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.

5. **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.

6. **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.

7. **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 10<sup>th</sup> day of November, 2005.

GRANTOR: **TWIN BRIDGE MARINE PARK, L.L.C.**

BY: William J. Yogan

Title: Managing Member

STATE OF WASHINGTON

COUNTY OF SKAGIT } ss

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 15 2005

Amount Paid  
By Skagit Co. Treasurer Deputy

On this 10<sup>th</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William J. Yogan to me known to be the person who signed as a member of **TWIN BRIDGE MARINE PARK, 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 **TWIN BRIDGE MARINE PARK, 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 **TWIN BRIDGE MARINE PARK, L.L.C.**

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

Patricia R. Sneeringer  
(Signature of Notary)

PATRICIA R. SNEERINGER  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 9/21/2009

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



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