



200604240133
Skagit County Auditor

4/24/2006 Page 1 of 3 1:30PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: CITY OF BURLINGTON
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lots 1 to 6 and 15 to 20, Block 52
ASSESSOR'S PROPERTY TAX PARCEL: P71641/4076-052-006-0006; P71640/4076-052-002-0000
P71645/4076-052-020-0107

FIRST AMERICAN TITLE CO.

M8798-1

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, CITY OF BURLINGTON, a municipal corporation ("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:

PARCEL A:

LOTS 1 THROUGH 6, INCLUSIVE, AND LOTS 15 THROUGH 20, INCLUSIVE, BLOCK 52 "AMENDED PLAT OF BURLINGTON, WASHINGTON, SKAGIT COUNTY, WASH." AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

THAT PORTION OF ALLEY LOCATED IN BLOCK 52 "AMENDED PLAT OF BURLINGTON, WASHINGTON, SKAGIT COUNTY, WASH." CONTIGUOUS TO THE SOUTH LINE OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE NORTH LINE OF LOTS 15 THROUGH 20, INCLUSIVE, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 beginning at a point on the West line of said Lot 6, said point being located 50 feet, more or less, South of the Northwest corner of said Lot 6; thence in a southeasterly direction 70 feet, more or less, to a point located approximately 10 feet south and 15 feet east of the Northwest corner of Lot 15. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

See Exhibit "A" as hereto attached and by reference incorporated herein for a sketch of the Easement Area.

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.

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.

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 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 14th day of April, 2006.

GRANTOR

BY: Jon T. Aarstad
Title: City Administrator

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 24 2006

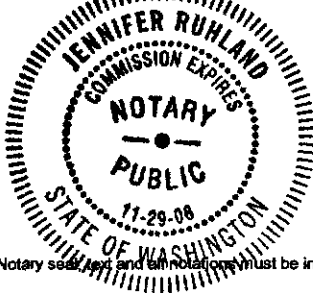
Amount Paid \$ 0
By hp
Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON

COUNTY OF _____) SS

On this 14th day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon T. Aarstad to me known to be the person(s) who signed as City Administrator **CITY OF BURLINGTON**, the municipal 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 **CITY OF BURLINGTON** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **CITY OF BURLINGTON**.

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



Jennifer Ruhland
(Signature of Notary)
Jennifer Ruhland
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit

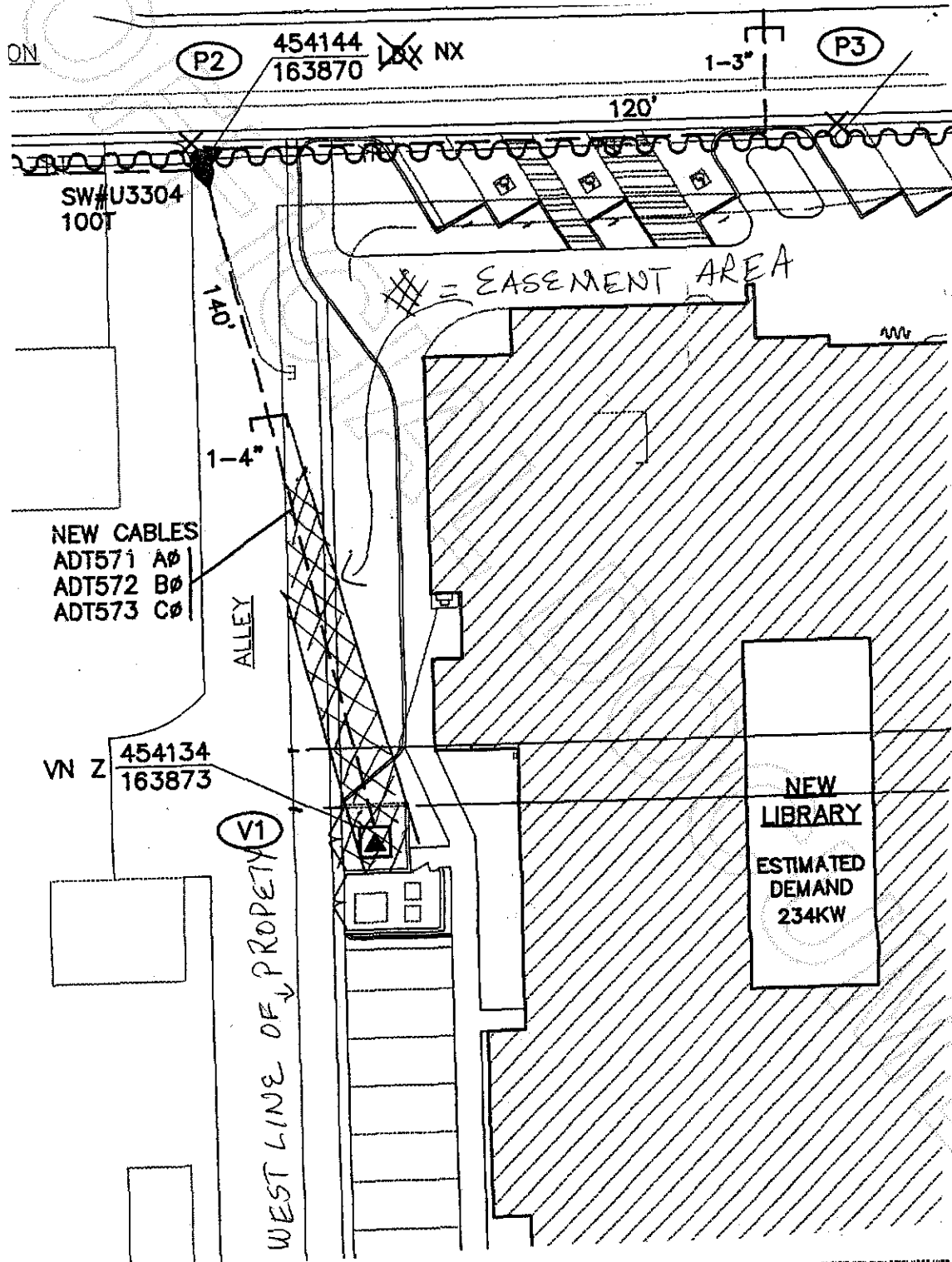
My Appointment Expires: 11/29/2006

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



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EXHIBIT "A"



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