



200605310166

Skagit County Auditor

**RETURN ADDRESS:**

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

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**EASEMENT**

GRANTOR: **LANDMARK BUILDING AND DEVELOPMENT, INC.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Lots 2 & 3, ELK HAVEN ESTATES**  
ASSESSOR'S PROPERTY TAX PARCEL: **P119382/4797-000-003-0000; P119381/4797-000-002-0000**

FIRST AMERICAN TITLE CO.  
148817-2  
ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LANDMARK BUILDING AND DEVELOPMENT, INC., a Washington 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:

**LOTS 2 AND 3 "ELK HAVEN ESTATES", AS RECORDED AUGUST 6, 2002 UNDER AUDITOR'S FILE NO. 200208060083, 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:

**THE SOUTH 10 FEET OF LOT 3 AND THE NORTH 10 FEET OF LOT 2. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**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.

**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

*No monetary consideration paid*

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 24<sup>th</sup> day of MAY, 2006.

GRANTOR  
**LANDMARK BUILDING AND DEVELOPMENT, INC.**

BY: [Signature] Robert J. Kornwall  
Title: V.P.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 31 2006

STATE OF WASHINGTON )

COUNTY OF )

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

On this 24<sup>th</sup> day of MAY, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. Kornwall, to me known to be the person(s) who signed as Vice President of **LANDMARK BUILDING AND DEVELOPMENT, INC.**, the Washington 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 **LANDMARK BUILDING AND DEVELOPMENT, INC.** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **LANDMARK BUILDING AND DEVELOPMENT, INC.**

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



Notary seal, text and signatures must be made 1" margin

[Signature]  
(Signature of Notary)

Robin K. Frizzell  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Sedro Woolley, WA

My Appointment Expires: 9-30-2009



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