



200611080114
Skagit County Auditor

11/8/2006 Page 1 of 3 1:58PM

RETURN ADDRESS:

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

EASEMENT

REFERENCE #: 62051

GRANTOR: B & M MANAGEMENT, L.L.C.

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: PTN OF GL 3 IN NW 1/4 OF SW 1/4 SECT 19 TWP 35N R5E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 350519 0 053 009 / P39491 ACCOMMODATION RECORDING ONLY

FIRST AMERICAN TITLE CO.

M8899-2

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **B & M MANAGEMENT, L.L.C.**, a Washington Limited Liability ("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 GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF TOWNSHIP STREET THAT IS 30 FEET EAST AND 651 FEET NORTH OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO CLARK SELIX, ET UX, BY DEED RECORDED MAY 4, 1948, UNDER AUDITOR'S FILE NO. 417773; THENCE EAST ALONG THE NORTH LINE OF SAID SELIX TRACT 420 FEET TO THE WEST LINE OF THE "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST LINE OF SAID PLAT 319.5 FEET, MORE OR LESS, TO A POINT 344 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE WEST ALONG A LINE THAT IS PARALLEL TO AND 344 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 270 FEET, MORE OR LESS, TO A POINT 180 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE NORTHEWEST CORNER OF A TRACT CONVEYED TO L.M. ELLIOTT BY DEED RECORDED JULY 17, 1950, UNDER AUDITOR'S FILE NO. 448342; THENCE SOUTH ALONG THE WEST LINE OF SAID ELLIOTT TRACT, A DISTANCE OF 138.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO D.E. CUMMINGS BY DEED RECORDED JULY 26, 1954, UNDER AUDITOR'S FILE NO. 504397; THENCE WEST ALONG THE SOUTH LINE OF SAID CUMMINGS TRACT A DISTANCE OF 150 FEET TO THE EAST LINE OF TOWNSHIP STREET; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING

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. THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION AT NO COST TO GRANTEE.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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.

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 31 day of OCT, 2006.

GRANTOR: **B & M MANAGEMENT, L.L.C**

BY: [Signature]

TITLE: MGR

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

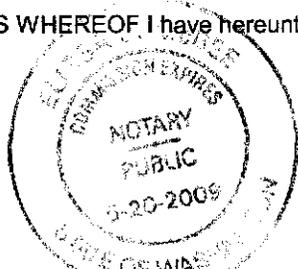
NOV 08 2006

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

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 31st day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Maeder, to me known or proved by satisfactory evidence to be the person who signed as Manager, of **B & M MANAGEMENT, L.L.C.**, the limited liability company 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 said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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



[Signature]
(Signature of Notary)

Elisse Mcbee
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at [Address]
My Appointment Expires: 5/22/09

Notary seal, text and all notations must not be placed within margins



EXHIBIT A

UNRECORDED

THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF TOWNSHIP STREET THAT IS 30 FEET EAST AND 651 FEET NORTH OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO CLARK SELIX, ET UX, BY DEED RECORDED MAY 4, 1948, UNDER AUDITOR'S FILE NO. 417773; THENCE EAST ALONG THE NORTH LINE OF SAID SELIX TRACT 420 FEET TO THE WEST LINE OF THE "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST LINE OF SAID PLAT 319.5 FEET, MORE OR LESS, TO A POINT 344 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE WEST ALONG A LINE THAT IS PARALLEL TO AND 344 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 270 FEET, MORE OR LESS, TO A POINT 180 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT CONVEYED TO L.M. ELLIOTT BY DEED RECORDED JULY 17, 1950, UNDER AUDITOR'S FILE NO. 448342; THENCE SOUTH ALONG THE WEST LINE OF SAID ELLIOTT TRACT, A DISTANCE OF 138.5 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO D.E. CUMMINGS BY DEED RECORDED JULY 26, 1954, UNDER AUDITOR'S FILE NO. 504397; THENCE WEST ALONG THE SOUTH LINE OF SAID CUMMINGS TRACT A DISTANCE OF 150 FEET TO THE EAST LINE OF TOWNSHIP STREET; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING

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