



200807140096

Skagit County Auditor

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RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GRANTOR: **ASH VENTURES, L.L.C.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion NE 1/4 SE 1/4 29-34-4 and Lot 23 AEMMER ADDITION TO MOUNT VERNON**
ASSESSOR'S PROPERTY TAX PARCEL: **3853-000-023-0005/P61675**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ASH VENTURES, 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, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

GUARDIAN NORTHWEST TITLE CO.
M 4211

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:

ACCOMMODATION RECORDING ONLY

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

UG Electric 11/1998
RW-089714/105050500
SE 29-34-4

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 1st day of JULY, 2008.

GRANTOR:
ASH VENTURES, L.L.C.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Charles E. Ash, II
Charles E. Ash, II, member ASH VENTURES, L.L.C.

JUL 14 2008

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

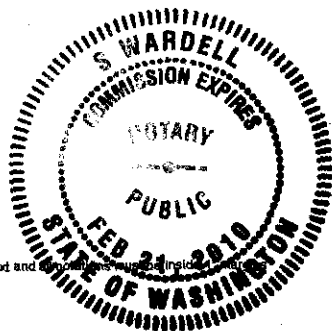
STATE OF WASHINGTON)

COUNTY OF Skagit)

SS

On this 1st day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Charles E. Ash, II**, to me known to be the person(s) who signed as member of **ASH VENTURES, L.L.C.**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **ASH VENTURES, 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 **ASH VENTURES, L.L.C.**

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



S. Wardell
(Signature of Notary)
S. Wardell
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: 2-21-2010



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EXHIBIT "A"

Lot 23, "AEMMER ADDITION TO MOUNT VERNON," as per plat recorded in Volume 7 of Plats, page 92, records of Skagit County, Washington;

TOGETHER WITH the following described "Tract X":

TRACT "X":

That portion of the Northeast Quarter of the Southeast Quarter of Section 29, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the West line of said Northeast Quarter of the Southeast Quarter, 800 feet South of the intersection of the said West line of the Little Mountain Road;
Thence East parallel with said South line of said road, a distance of 240 feet;
Thence South at right angles, 200 feet;
Thence West at right angles 240 feet to the West line of said Northeast Quarter of the Southeast Quarter;
Thence North along said West line 200 feet to the point of beginning;

EXCEPT that portion thereof being more particularly described as follows:

Beginning at the Northeast corner of the above described parcel, being a point on the West right-of-way margin of South 19th Street, as shown on "AEMMER ADDITION TO MOUNT VERNON," as per plat recorded in Volume 7 of Plats, page 92, records of Skagit County, Washington;
THENCE North 89°41'00" West, parallel with the centerline of Blackburn Road (called Little Mountain Road in previous description) along the North line of the above described parcel for a distance of 121.00 feet;
Thence South 0°26'20" West parallel with said South 19th Street (called South in the previous description) for a distance of 115.00 feet;
Thence South 89°41'00" East for a distance of 102.96 feet;
Thence North 45°26'20" East for a distance of 25.51 feet, more or less, to a point on said West right-of-way margin for a distance of 97.00 feet, more or less, to the point of beginning.

AND ALSO TOGETHER WITH a portion of the unopened Eighteenth Street right-of-way contiguous to and Westerly of Lot 23, "AEMMER ADDITION TO MOUNT VERNON," as per plat recorded in Volume 7 of Plats, page 92, records of Skagit County, Washington, that was vacated by City of Mount Vernon per Ordinance No. 3328 and being more particularly described as follows:

That portion of the Northeast Quarter of the Southeast Quarter of Section 29, Township 34 North, Range 4 East W.M., described as follows:

Beginning 1,030 feet South 0°24'15" West from the Northwest corner of said Northeast Quarter of the Southeast Quarter;
Thence South 89°41' East 30.0 feet;
Thence South 0°24'15" West 100 feet;
Thence North 89°41' West 30 feet;
Thence North 0°24'15" East 100 feet to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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