

RETURN ADDRESS:

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



199909080072
Kathy Hill, Skagit County Auditor
9/8/1999 Page 1 of 3 3:20:15PM



FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7071

EASEMENT

REFERENCE #: 27410
GRANTOR: GRUENER
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: 350414-1-007-0109

For and in consideration of ^{NO MONETARY CONSIDERATION} ~~One Dollar (\$1.00)~~ and other valuable consideration in hand paid, **ANDREA B. GRUENER** ("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:

SEE ATTACHED EXHIBIT "A"

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:

An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED OR TO BE CONSTRUCTED GENERALLY DESCRIBED AS FOLLOW:

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 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 August, 1999.

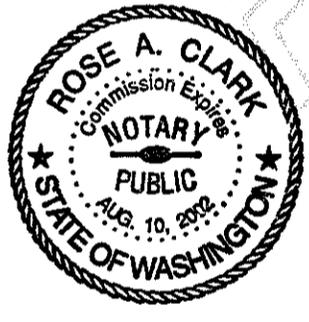
GRANTOR:
BY: Andrea B. Gruener
ANDREA B. GRUENER

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
SEP 8 - 1999
Amount Paid \$ 0
Skagit County Treasurer
By: DC Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this day personally appeared before me Andrea B. Gruener
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as her free and voluntary act and deed for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of August 19 99.



Rose A. Clark
Notary Public in and for the State of Washington,
Residing at Sedro Woolley
My commission expires 8-10-2002



LEGAL DESCRIPTION

O/S#65 AF#799090 1975 RT#1, 007, 01 PTN S1/2 NW 1/4 NE 1/4 & PTN OF SW1/4 NE1/4 LY NLY OF NPR R/W DAF BE GAT SE C OF SW1/4 NE1/4 TH N 1-28-07 W ALG E LI OF SW1/4 NE1/4 388.63FT TO NLY MGN OF NP R/W TH N 88-10-07 W ALG NLY MGN 411.07FT TAP TH BEARS S 1-28-07 E F MSW C TH N 1-28-07 W PLW E LI OF SW1/4 NE1/4 384.77FT TPOB TH N 1-28-07 W PLW E LI 1031.95FT TO N LI OF S1/2 NW1/4 NE 1/4 TH N 88-37-47 W ALG N LI 422.00FT TH S 1-28-07 E PLW E LI 1034.54FT TAP TH IS N 88-10-07 W FM TPB TH S 88-10-07 E PLW NLY MGN OF NPR 422.30 FT TPOB EXC PTN IN SW1/4 NE1/4 DAF: COMM AT TH SE COR OF SD SW 1/4 OF NE1/4; TH N 01-28-07 W ALG TH E LI OF SD SW 1/4 OF NE1/4, 388.63 FT TO NLY MGN OF NPR R/W; TH N 88-10-07 W ALG SD NLY MGN, 411.07 FT TAP THAT BEARS S 01-28-07 E FROM SW COR OF THAT CERTAIN TR CONVD TO GILBERT & SHIRLEY ARTHUR AF#508980; TH N 01-28-07 W PLW SD E LI SW1/4 NE1/4, 345.20 FT TO AN EXIST FENCE LI; TH N 70-54-51 W ALF SD FENCE LI. 187.59 FT TPOB OF THIS DESC; TH CONT N 70-54-51 W ALG SD FENCE LI. 234.10 FT TO A FENCE COR; TH S 12-24-58 E, A DIST 84.15 FT TAP THAT BEARS N 88-10-07 W FROM POB; TH S 88-10-07 3, 207.50 FT TPOB. EXC CAT SE COR SW1/4 NE1/4 TH N 01-28-07 W ALG THE E LINE OF SD SW1/4 NE1/4 388.63FT TO THE NLY MARGIN OF NPRR R/W TH N 88-10-07 W ALG SD NLY MARGIN 411.07FT TAP THAT BEARS S 01-28-07E FR SW COR OF THAT CERTAIN TR CONVEYED TO GILBERT ARTHUR & SHIRLEY ARTHUR AF#508980 TH N 01-28-07W PLW SD E LINE OF SW1/4 NE1/4 384.77FT TAP HEREINAFTER CALLED POINT 'A' FOR REFERENCE PURPOSES; TH CONTN 01-28-07W PLW SD E LINE 1037.95FT TO THEN LINE OF SD S1/2 OF NW1/4 NE1/4 TH N 88-37-47W ALG SD N LINE 422FT TH S 01-28-07E PLW THE E LINE OF SD NW1/4 NE1/4 301.07FT TO THE S LINE OF N 300FT OF S1/2 OF SD NW1/4 NE1/4 & THE POB OF THIS DESC TH CONT S 02-28-07E PLW SD E LINE 733.47FT TAP THAT IS N 88-10-07W FR SD POINT 'A' TH S 88-10-07E PLW SD NLY MARGIN OF NPRR 245.90FT TO AN EXISTING FENCE LINE TH N 70-54-51W ALG SD FENCE LINE 234.10FT TO A FENCE CORNER TH N 01-22-00W CONT ALG SD FENCE LINE 871.63FT TAP ON THE S LINE OF SD N 300FT TH N 88-37-47W ALG SD S LINE 28.89FT TO POB EXC N 102.61FT THOF AS MEASURED ALG THE W LINE THOF THE S LINE OF SD EXCEPTION TO BE PERPENDICULAR TO SD W LINE & TGW FDP BAT SE COR SD SW1/4 NE1/4 TH N 01-28-07 W ALG E LN SD SW1/4 NE1/4 388.63FT TO NLY MGN NPRR R/W TH N 88-10-07 W ALG SD NLY MGN 411.07FT TAP TH BEARS S 01-28-07 E FR SW COR OF TH CERTAIN TR CONVD TO GILBERT B ARTHUR & SHIRLEY E ARTHUR AF#508980 TH N 01-28-07 W PLW SD E LN SW1/4 NE1/4 384.77FT TPOB SD DESC TH N 88-10-07 W PLW SD NLY MGN NPRR R/W 176.40FT TAP IN EXST FENCE LN 187.59FT TAP WH LIES S 01-28-07 E FR POB TH N 01-08-07 W 49.57FT TPOB & TGW E 30FT FDP BAT SE COR SD SW1/4 NE1/4 TH N 01-08-07 W ALG E LN SD SW1/4 NE1/4 388.63FT TO NLY MGN NPRR R/W TH N 88-10-07 W ALG SD NLY MGN 411.07FT TAP TH BEARS S 01-28-30 E FR SW COR OF TH CERTAIN TR CONVD TO GILBERT B ARTHUR & SHIRLEY E ARTHUR RECORDED DEED AF#508980 TH N 01-28-07 W PLW SD E LN SW1/4 NE1/4 345.20FT TO EXST FENCE LN & POB OF DESC TH N70-54-51 W ALG SD FENCE LN 421.69FT TO FENCE COR TH S 12-24-58 E 67FT TH S 20-55-33 E 32.42FT TH S 37-10-57 E 374.55FT TH S 57-03-28 E 37.81FT TAP TH IS 60FT N OF NLY MGN OF NPRR R/W WH MEAS AT R/A THRTO TH S 88-10-07 E PLW SD NLY MGN 122.18FT TAP WH BEARS S 01-28-07 E FR POB TH N 01-28-07 E FR POB TH N 01-28-07 E 284.94FT TPOB.



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