2

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attention: R/W Department
1700 East College Way
Mt. Vernon, WA 98273

199910260025
Kathy Hill, Skagit County Auditor
10/26/1999 Page 1 of 2 10:00:09AM

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7115-5

REFERENCE #:
GRANTOR: **Woodmansee**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **LOT 48, Bakerview West**
ASSESSOR'S PROPERTY TAX PARCEL: **4719 000 048 0000**

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **Joseph D. Woodmansee and Kimberly A. Woodmansee, husband and wife,** ("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:

LOT 48, "PLAT OF BAKERVIEW WEST", AS PER THE PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 13 THROUGH 16, INCLUSIVE, RECORDS OF SKAGIT COUNTY, 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:
~~An Easement Area _____ feet in width having _____ feet of such width on each side of a centerline described as follows:~~
EAST Jan Kawkytow
THE ~~NORTH~~ 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

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.
no Monetary Consideration was Paid

UNOFFICIAL DOCUMENT

DATED this 12th day of October, 1999.

GRANTOR:

BY: Joseph D. Woodmansee
Joseph D. Woodmansee

BY: Kimberly A. Woodmansee
Kimberly Woodmansee

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this day personally appeared before me **Joseph D. Woodmansee and Kimberly Woodmansee,** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of Oct 1999.

Karan I. Thorson

Print Name Karan I. Thorson

Notary Public in and for the State of Washington

Residing at Burlington

My commission expires 3-1-01

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 26 1999

Amount Paid $
Skagit County Treasurer
By: Deputy

STATE OF WASHINGTON)
) SS
COUNTY OF)

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

GIVEN under my hand and official seal this _____ day of _____ 1999.

_____

Print Name _____

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

199910260025
Kathy Hill, Skagit County Auditor
10/26/1999 Page 2 of 2 10:00:09AM

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