



199911230085

Kathy Hill, Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.

REFERENCE #:

GRANTOR: NORRIS PLACE LIMITED PARTNERSHIP
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 2, Burlington Short Plat No. 1-95
ASSESSOR'S PROPERTY TAX PARCEL: 3867-000-050-2400

ACCOMMODATION RECORDING ONLY

m7139

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **NORRIS PLACE LIMITED PARTNERSHIP**, a Washington limited partnership ("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 2, BURLINGTON SHORT PLAT NO. 1-95, AS APPROVED MARCH 28, 1995, AND RECORDED APRIL 20, 1995 IN VOLUME 11 OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 9504200032, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTH HALF OF THE WEST HALF OF TRACT 50, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, 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:

THE MOST WESTERLY 140 FEET OF THE NORTH 30 FEET OF THE ABOVE DESCRIBED LOT 2, LYING ADJACENT TO AND EAST OF THE EAST MARGIN OF NORRIS STREET.

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

no monetary consideration was paid
276.80

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 16th day of NOVEMBER, 1999.


GRANTOR:
NORRIS PLACE LIMITED PARTNERSHIP

BY: 

Title: member of Gen. Partner.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 23 1999


Amount Paid \$
Skagit Co. Treasurer
By  Deputy

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this day personally appeared before me Robert Ruby
to me known to be the MEMBER of **NORRIS PLACE LIMITED PARTNERSHIP** the
limited liability corporation that executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned,
and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

GIVEN under my hand and official seal this 16th day of November, 1999.




DONNA HERNLEY
Printed name

Notary Public in and for the State of Washington,
Residing at ANACORTES

My commission expires 7-9-02



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