RETURN ADDRESS:

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

Kathy Hill, Skagit County Auditor 2/25/2000 Page 1 of 2 3:37:21PM



FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING UNLY

M7211

EASEMENT

REFERENCE #: 28519

GRANTOR:

ENSLEY

GRANTEE:

PUGET SOUND ENERGY, INC.

SHORT LEGAL: TRACT 4 OF SHORT PLAT NO. 90-47, APPROVED OCTOBER 1, 1990, AND RECORDED OCTOBER 2, 1990, IN VOLUME 9 OF SHORT PLATS AT PAGE 268, UNDER AUDITOR'S FILE 9010020054, RECORDS OF SKAGIT COUNTY, WASHINGTON. (BEING AT PORTION OF GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AND THAT PORTION OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY.

ASSESSOR'S PROPERTY TAX PARCEL: 340401-0-007-0107P23271

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, ROBERT L. ENSLEY, A MARRIED MAN AS HIS SEPARATE ESTATE ("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:

TRACT 4 OF SHORT PLAT NO. 90-47, APPROVED OCTOBER 1, 1990, AND RECORDED OCTOBER 2, 1990, IN VOLUME 9 OF SHORT PLATS AT PAGE 268, UNDER AUDITOR'S FILE 9010020054, RECORDS OF SKAGIT COUNTY, WASHINGTON. (BEING AT PORTION OF GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. THAT PORTION OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY.

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:

AS CONSTRUCTED OR TO BE CONSTRUCTED ON THE WESTERLY 20 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 groundmounted 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., no Monetary Consideration was Hold

UG Electric 11/1998

105008629

- 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 $2 - 11 - 60$ day of	, 2000.
	,
GRANTOR:	
BY: Roled & Ensley	
ROBERT L. ENSLEY	
STATE OF WASHINGTON)	
) SS	
COUNTY OF	
,	
On this day personally appeared before me(Robert & Englas
to me known to be the individual(s) described in and wh	o executed the within and foregoing installed
signed that// signed the same as //	free and voluntary act and deed for the uses and
purposes therein mentioned.	25 The uses and
- 0	with Al.
GIVEN under my hand and official seal this	day of Jalrung 20 00
JESA M. LO	a de la Alaman
COMMISSION ETOPO	(1900H
Chime Control of the	Notary Public in and for the State of Washington,
NOTARY (S)	Residing at Media 10 valleis
[Remails	My commission assistant (1906)
(c) Punus (>)	My commission expires 6-25-03
SUBLIC S	
Fr. 6-25-03 160	
OF WEHIN	
OF WASHINGTON	SKAGIT COUNTY WASHINGTON
	Real Estate Excise Tax
	PAID

FEB 2 5 2000

Skagit County Treasurer
By:

Amount Paid \$

Deputy

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