



200006220092

Kathy Hill, Skagit County Auditor

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RETURN ADDRESS:

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

**EASEMENT
OVERHANG ONLY**

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

m7316

REFERENCE #: 27952

GRANTOR: ETERA CORPORATION AND JOHN R. KLEIN AND ANITA M. KLEIN, TRUSTEES OF THE LIVING TRUST OF JOHN R. KLEIN AND ANITA M. KLEIN, EXECUTED ON THE 19 DAY OF JANUARY, 1995.

GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION

SHORT LEGAL: THAT PORTION OF GOVERNMENT 1, SECTION 13, TOWNSHIP 34, NORTH, RANGE 3 EAST W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 340313-0-065-0004 P21748

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, ETERA CORPORATION, A WASHINGTON CORPORATION AND JOHN R. KLEIN AND ANITA M. KLEIN, TRUSTEES OF THE LIVING TRUST OF JOHN R. KLEIN AND ANITA M. KLEIN, EXECUTED ON THE 19 DAY OF JANUARY, 1995. ("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 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:

**ON THE WESTERLY 10 FEET AS MEASURED AT RIGHT ANGLES TO THE
EASTERLY MARGIN OF SOUTH RIVERBEND ROAD ON 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 gas and electricity. Such systems may include, but are not limited to:

a. **Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

~~b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. **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.

5. **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.

6. **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.

7. **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 7th day of June, 2000.

GRANTOR:

BY: Richard D. Gigot
ETERA CORPORATION

BY: John Klein
JOHN KLEIN

BY: Anita Klein
ANITA KLEIN

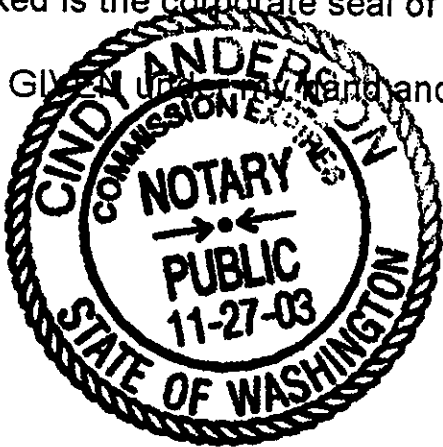
35911
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUN 22 2000

Amount Paid \$ 5.36
Skagit County Treasurer
By: DC Deputy

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this day personally appeared before me Richard D. Gigot
and Chief Operating Officer and Etera Corporation, to me known to be the
respectively, of the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said 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 7 day of June, 2000.

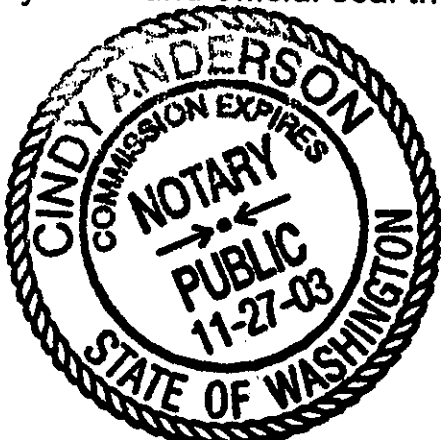
Cindy Anderson
Notary Public in and for the State of Washington,
Residing at Anacortes, WA

My commission expires 11-27-03

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 14 day of June, 2000, before me, a Notary Public in and for the
State of Washington, duly commissioned and sworn, personally appeared
John Klein and Anita Klein
Trustees under living trust of John R. Klein dated 1-19-95, who executed the within
and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as
Trustees, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate above written.



Cindy Anderson
Notary Public in and for the State of Washington,
Residing at Anacortes, WA

My commission expires 11-27-03



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RADIALLY FROM THE AS-BUILT CENTERLINE , SAID POINT ON A CURVE
HAVING A RADIUS POINT WHICH BEARS SOUTH 65°01' 41" EAST A
DISTANCE OF 3,183.50 FEET; THENCE NORTHEASTERLY ALONG SAID
CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°20' 37" AN ARC
LENGTH OF 19.00 FEET TO A HALF-INCH REBAR WITH A YELLOW CAP
MARKED "LEONARD 8992", SAID REBAR BEING ON THE PROJECTION OF AN
EXISTING FENCE;
THENCE SOUTH 59°00' 5" EAST, A DISTANCE OF 129.00 FEET ALONG SAID
FENCE TO SAID REBAR BEING ADJACENT TO THE NORTHEAST FENCE
CORNER; THENCE SOUTH 13°38' 15" WEST A DISTANCE OF 0.36 FEET TO THE
TRUE POINT OF BEGINNING.



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THENCE WEST 688 FEET;
THENCE NORTH TO A POINT 967.7 FEET NORTH AND 605.5 FEET WEST OF
THE SOUTHEAST CORNER OF SAID LOT;
THENCE WEST TO THE EAST LINE OF THE COUNTY ROAD;
THENCE NORTHERLY ALONG THE COUNTY ROAD TO THE NORTH LINE OF
THE SECTION;
THENCE EAST TO THE NORTHEAST CORNER OF LOT 1;
THENCE SOUTH TO THE PLACE OF BEGINNING, EXCEPT DIKE AND DITCH
RIGHTS OF WAY, AND EXCEPT THE FOLLOWING TRACT;

THAT PART OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 34 NORTH,
RANGE 3 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 854 FEET WEST OF AND 153 FEET 8" SOUTH OF THE
NORTHEAST CORNER OF SAID GOVERNMENT LOT 1;
THENCE NORTHWESTERLY 130 FEET TO A POINT ON THE EAST LINE OF
THE COUNTY ROAD WHICH IS 98 FEET SOUTH OF (MEASURED ALONG THE
EASTERLY LINE OF THE COUNTY ROAD), THE NORTH LINE OF SAID
GOVERNMENT LOT 1; THENCE SOUTHERLY ALONG THE COUNTY ROAD 163
FEET;
THENCE EASTERLY 150 FEET TO A POINT WHICH IS 100 FEET SOUTHERLY
FROM THE POINT OF BEGINNING;
THENCE NORTHERLY 100 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1;
THENCE NORTH 89°11' 58" WEST ALONG THE NORTH LINE OF
GOVERNMENT LOT 1, (DEED OF TRUST UNDER AUDITOR'S FILE NO.
8401170019 = WEST) 854.00 FEET;
THENCE SOUTH 0°48' 02" EAST (DEED = SOUTH) 153.67 FEET TO THE
NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN
DEED OF TRUST IN VOLUME 544, PAGE 557, UNDER AUDITOR'S FILE NO.
8401170019, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 67°21' 39" WEST ALONG THE NORTH LINE OF SAID TRACT,
A DISTANCE OF 45.91 TO THE INTERSECTION WITH AN EXISTING FENCE,
SAID INTERSECTION POINT BEARS SOUTH 13°38' 15" WEST A DISTANCE OF
0.36 FEET ALONG SAID FENCE LINE FROM A HALF-INCH REBAR WITH A
YELLOW CAP MARKED "LEONARD 8992" SET AT THE EXISTING NORTHEAST
CORNER OF SAID FENCE LINE;
SAID INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 67°21' 39" WEST ALONG THE NORTH LINE OF
SAID TRACT, A DISTANCE OF 128.52 FEET TO THE INTERSECTION WITH THE
EAST RIGHT-OF-WAY MARGIN OF THE COUNTY ROAD KNOWN AS THE
RIVERBEND ROAD, SAID INTERSECTION BEING 16.5 FEET AS MEASURED



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EXHIBIT "A"
ETERA/KLEIN

PARCEL A:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER ;
THENCE EAST ALONG THE NORTH LINE THEREOF 52 RODS (858 FEET);
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER 40 RODS (660 FEET);
THENCE WEST PARALLEL WITH THE NORTH LINE OF THE SECTION TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION, AND EXCEPT DITCH RIGHTS OF WAY.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH $83^{\circ}40'02''$ EAST 1193.75 FEET ALONG THE NORTH LINE OF SAID SECTION 13 TO A POINT THAT IS SOUTH $83^{\circ}40'02''$ WEST 1,285.18 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 13;
THENCE SOUTH $0^{\circ}19'30''$ EAST 153.92 FEET TO A POINT THAT IS SOUTH $88^{\circ}55'36''$ EAST FROM THE POINT OF BEGINNING;
THENCE NORTH $88^{\circ}55'36''$ WEST 1,187.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "B":

PART OF LOT 1, SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT, 570.5 FEET NORTH OF ITS SOUTHEAST CORNER;



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