



200101170032  
Skagit County Auditor

1/17/2001 Page 1 of 2 10:01:33AM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

REFERENCE #:

GRANTOR: **LLOYD**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **SEC 5 TWP 34N, RGE 4E W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: **P62835**

M 7471

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CAROLYN G. LLOYD**, an unmarried individual ("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:

**PARCEL A:** THE EAST 20 FEET OF LOT 9, "THORNTON ADDITION, BURLINGTON WA," AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 42, RECORDS OF SKAGIT COUNTY, WA.

**PARCEL B:**

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING WITHIN THE BOUNDARIES OF THE SOUTH 7 ACRES OF THE WEST 1/ 2 OF TRACT 81, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EAST 3131.1 FEET THEREOF.

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 81;

THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, 291.55 FEET;

THENCE SOUTH 89°28' EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 331.17 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE FROM SAID TRUE POINT OF BEGINNING, GO NORTH 0°04' WEST PARALLEL WITH THE EAST LINE OF SAID TRACT 81, 213.45 FEET;

THENCE SOUTH 89°28' EAST, 272.30 FEET;

THENCE SOUTH 0°04' EAST 213.45 FEET;

THENCE NORTH 89°28' WEST 272.30 FEET TO THE TRUE POINT OF BEGINNING.

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:

**EASEMENT NO. 1:** ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

**EASEMENT NO. 2:** A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY

**EASEMENT NO. 3:** ALL AREAS LOCATED WITHIN A 10 (TEN) FEET PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS.

**EASEMENT NO. 4:** NO VEHICULAR ACCESS, PARKING OR DRIVEN SURFACES SHALL BE LOCATED WITHIN A 5 (FIVE) FOOT PERIMETER OF ALL OF GRANTEE'S GROUND-MOUNTED OR SEMI-BURIED VAULTS, PEDESTALS, TRANSFORMERS AND/OR HANDHOLDS.

**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:

No monetary consideration was paid

**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. 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 5<sup>th</sup> day of January, 2000.

GRANTOR:

By:

CAROLYN G. LLOYD

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

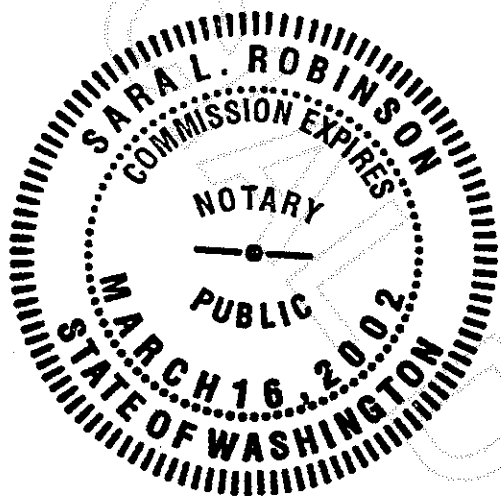
JAN 17 2001

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

Amount Paid \$  
Skagit County Treasurer  
By: Deputy

On this 5<sup>th</sup> day of January, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CAROLYN G. LLOYD**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Sara L. Robinson  
(Signature of Notary)

Sara L. Robinson  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington,  
residing at Skagit County

My Appointment Expires: March 16, 2002

Notary seal, text and all notations must be inside 1" margins.



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