



200101310137

, Skagit County Auditor

1/31/2001 Page 1 of 2 1:47:15PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 E. College Way  
Mt. Vernon, WA 98273

**EASEMENT**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

M7484

REFERENCE #

GRANTOR: STANISLAW PROPERTIES, L.L.C.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. Gov. Lot 1, Sec. 19, Twp. 35N., Rng. 5 E., W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: 350519-0-061-0009/P39502

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **STANISLAW PROPERTIES, L.L.C.**, a Washington Limited Liability Company ("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:

**THAT PART OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 982 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE OF THE COUNTY ROAD WITH THE NORTH LINE OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY; THENCE NORTH 86° 08' 30" EAST A DISTANCE OF 751.66 FEET; THENCE SOUTH 0° 3' EAST TO THE NORTH LINE OF STATE HIGHWAY RIGHT-OF-WAY; THENCE WESTERLY ALONG THE NORTH LINE OF THE STATE HIGHWAY RIGHT-OF-WAY TO THE EAST LINE OF THE COUNTY ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.**

**EXCEPT FOR THE FOLLOWING DESCRIBED TRACT:**

**THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD A/K/A TOWNSHIP STREET AND THE NORTH LINE OF THE STATE HIGHWAY RIGHT-OF-WAY FORMERLY SECONDARY STATE HIGHWAY 17A; THENCE NORTH ALONG THE EAST LINE OF TOWNSHIP STREET 115 FEET; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF TOWNSHIP STREET 200 FEET; THENCE SOUTH PARALLEL WITH TOWNSHIP STREET TO THE NORTH LINE OF SAID HIGHWAY 17A; THENCE WESTERLY ALONG THE NORTH LINE OF SAID HIGHWAY 17A TO THE 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:

**THE NORTH 10 (TEN) FEET OF THE WEST 500 (FIVE HUNDRED) FEET OF THE ABOVE DESCRIBED PROPERTY, ALL AS MEASURED ALONG AND AT RIGHT ANGLES TO THE NORTH LINE THEREOF**

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:

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; 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.~~

*No monetary consideration was paid*

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 18th day of January, ~~2000~~ 2001.

GRANTOR:  
**STANISLAW PROPERTIES, L.L.C.**

BY: 

Title: Signing Member

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

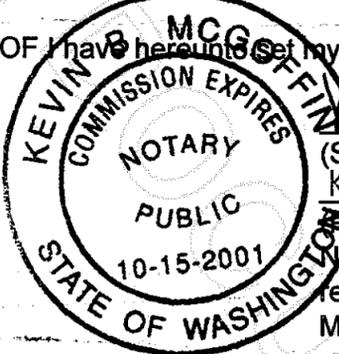
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

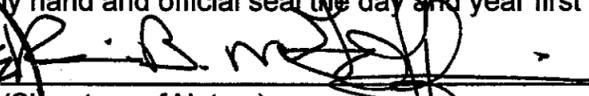
JAN 31 2001

Amount Paid \$  
Skagit County Treasurer  
By:  Deputy

On this 18th day of January, ~~2000~~ 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Janicki, to me known to be the person who signed as Signing Member, of **STANISLAW PROPERTIES, L.L.C.**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **STANISLAW PROPERTIES, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said **STANISLAW PROPERTIES, L.L.C.**

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



  
(Signature of Notary)  
Kevin B. McGoffin  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Sedro-Woolley, WA  
My Appointment Expires: 10-15-2001

Notary seal, text and all notations

