



200102200085

, Skagit County Auditor

2/20/2001 Page 1 of 2 11:45:07AM

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

M7497

REFERENCE #

GRANTOR: SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Lot 1, SP 92-051, Ptn SW ¼ Sec. 11 Twp 35N., Rng. 6E., W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P103330

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8**, a municipal corporation ("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 1, SHORT PLAT NO. 92-051, RECORDED IN BOOK 10 OF SHORT PLATS, PAGE 214, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9307070038, AND BEING A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

EXCEPT THE NORTH 10 FEET THEREOF.

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 WEST 27 FEET OF THE ABOVE DESCRIBED PROPERTY, LYING ADJACENT TO, PARALLEL WITH AND EAST OF THE COUNTY ROAD KNOWN AS CABIN CREEK ROAD.

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.

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 14TH day of FEBRUARY, 2001.

GRANTOR:


SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8



John Ruthford, Jr., Commissioner



Terry E. Bowser, Commissioner



Jim Kennedy, Commissioner

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB 20 2001

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

Amount Paid \$ 0
Skagit Co. Treasurer
By JP Deputy

On this 14th day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Ruthford, Jr., Terry E. Bowser and Jim Kennedy, to me known to be the persons who signed as Commissioners of SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8, the municipal 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 SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 8.

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



Ronald D. Bott

NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Appointment Expires: October 5, 2001


Notary seal, text and all notations



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Skagit County Auditor