



200104090104

, Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

FIRST AMERICAN TITLE CO.

REFERENCE #:**GRANTOR: ELLIS****GRANTEE: PUGET SOUND ENERGY, INC.****SHORT LEGAL: Lot 2, Survey Vol 12, page 127 & 128, AF# 9107120026****ASSESSOR'S PROPERTY TAX PARCEL: P102431****ACCOMMODATION RECORDING ONLY**

M7528

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN W. ELLIS and SHANNON ELLIS**, husband and wife ("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 PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT-OF-WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE SOUTH 88° 33' 29" WEST, ALONG THE NORTH LINE OF SAID STATE HIGHWAY NO. 1-A, A DISTANCE OF 76.20 FEET TO A LINE 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 88° 51' 15" WEST ALONG SAID LINE 20 FEET NORTH OF SAID SOUTHERLY LINE AND PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 188.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 00' 00" EAST A DISTANCE OF 152.02 FEET; THENCE SOUTH 88° 51' 15" EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 63.18 FEET TO A POINT THAT BEARS NORTH 88° 51' 15" WEST AND IS 202.00 FEET DISTANT FROM THE WEST LINE OF SAID TOWNSHIP ROAD; THENCE NORTH 00° 00' 00" EAST, PARALLEL WITH SAID TOWNSHIP ROAD, A DISTANCE OF 207.06 FEET TO A LINE THAT IS 379 FEET NORTH OF, AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88° 51' 15" WEST PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 204.98 FEET TO THE WEST LINE OF SAID EAST ONE-THIRD OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00° 17' 16" EAST ALONG SAID WEST LINE, A DISTANCE OF 359.12 FEET TO A LINE THAT IS PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88° 51' 15" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 2 OF THAT SURVEY RECORDED JULY 12, 1991, UNDER AUDITORS FILE NO. 9107120026, IN VOLUME 11 OF SURVEYS, PAGES 127 AND 128, RECORDS OF SKAGIT COUNTY, WASHINGTON).

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 10 (TEN) feet in width having 5 (FIVE) feet of such width on each side of a centerline described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY THAT IS 5 FEET WEST OF THE MOST SOUTHERLY SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH MARGIN OF SR 20; THENCE NORTH PARALLEL WITH AND 5 FEET DISTANT OF THE MOST SOUTHERLY EAST LINE, A DISTANCE OF 165 FEET TO ITS TERMINUS.

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:

No monetary consideration was paid

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.

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 _____ day of _____, 2001.

GRANTOR:

BY:

JOHN W. ELLIS

BY:

SHANNON ELLIS

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

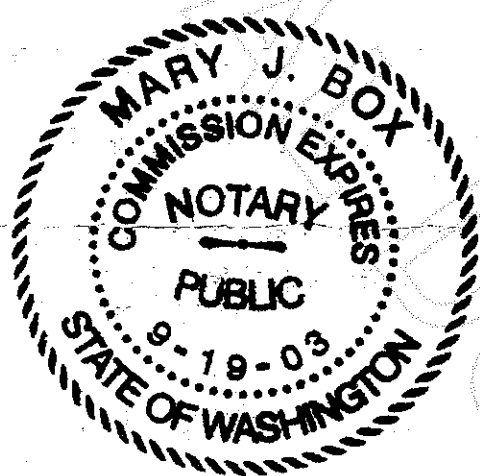
APR 09 2001

STATE OF WASHINGTON)
COUNTY OF *Skagit*) SS

Amount Paid \$
Skagit County Treasurer
By: *Man* Deputy

On this *28* day of *Feb*, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN W. ELLIS and SHANNON ELLIS, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Mary J. Box
(Signature of Notary)

Mary J. Box
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at *Skagit County*
My Appointment Expires: *9-19-03*

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



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