



200106010015

, Skagit County Auditor

6/1/2001 Page 1 of 2 9:39:19AM

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 #: 105013833 SW

M7565

GRANTOR: ROSS

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOTS 4, 5, 6 OF "PLAT OF ALGER," SE ¼ SEC 7, TWP 36 N, RGE 4E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P70394

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES D. ROSS** and **LINDA S. ROSS**, 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 LOT 4, LOT 5 AND LOT 6, PLAT OF ALGER, SKAGIT COUNTY WASHINGTON, FILED IN VOLUME 4 OF PLATS AT PAGE 9, LYING EASTELRYH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 6 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 99 AS SHOWN ON SURVEY FILED IN VOLUME 19 OF SURVEYS AT PAGE 190, UNDER SKAGIT COUNTY AUDTIORS' FILE NO. 9710150048; THENCE SOUTH 35°55'58" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 34.80 FEET; THENCE NORTH 89°04'51" EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 195.62 FEET; THENCE SOUTH 36°40'43" EAST, A DISTANCE OF 80.64 FEET; THENCE SOUTH 22°49'40" EAST, A DISTANCE OF 163.00 FEET TO THE SOUTH LINE OF THE PROPERTY SHOWN ON SAID SURVEY; THENCE NORTH 88°54'18" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 185.64 FEET TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE NORTH 35°55'59" NORTH , A DISTANCE OF 298.65 FEET TO THE NORTH LINE OF SAID LOT 6 AND TERMINUS OF THIS LINE DESCRIPTION.

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

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:-

AS CONSTRUCTED ON THE NORTH 35 FEET OF LOT 5 OF 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:

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

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OPMAP SE 7(36-4)

No monetary consideration was paid

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 23rd day of May, 2001.

GRANTOR:

By: [Signature]

JAMES D. ROSS

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

By: [Signature]

LINDA S. ROSS

JUN - 1 2001

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

Amount Paid \$
Skagit County Treasurer
By: [Signature] Deputy

On this 23rd day of May, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES D. ROSS** and **LINDA S. ROSS**, 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.



[Signature]

(Signature of Notary)

DARLENE M. BIRKETT

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington

My Appointment Expires: 3-1-04

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



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