



<u>RETURN ADDRESS:</u>

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

EASEMENT

REFERENCE #: ACCOMMODATION RECORDING ONLY

FIRST AMERICAN TITLE CO.

m 1641

GRANTOR: GRANTEE:

ENGBERG

PUGET SOUND ENERGY, INC.

SHORT LEGAL: NE 1/4 SEC 1, TWP 33 N, RGE 4E W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P74657. P111125, P74742

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, JOSEPH V. ENGBERG, an unmarried ("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 12, BLOCK 39, "PLAT OF THE TOWN OF MONTBORNE," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECRODS OF SKAGIT COUNTY, WASHINGTON.

LOTS 14, 15, 16 & 17, BLOCK 11, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT OF WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), LYING EASTERLY OF THE CENTERLINE OF SAID RIGHT OF WAY AND BETWEEN THE SOUTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 14, BLOCK 11, AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF WALKER STREET, AS SAID LINES ARE DELINEATED ON THE PLAT OF "RESERVE ADDITION TO THE TOWN OF MONTBORNE," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 33 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 10 (ten) feet in width having 5 (five) feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED ON 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 groundmounted 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.

6/98 UG Electric
File: 34961, WO#105015288

OPMAP NE 1 (33-4)

- 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 315+	day of	August	, 2001.	
GRANTOR:		Si	Easement (AGIT COUNTY WASHINGTON Real Estate Excise Tax PAID	
By: JOSEPH V. E	NGBERG	La de la companya del companya de la companya del companya de la c	SEP 0 6 2001	
	,		Amount Paid \$6 Skagit County Treasurer ly: Mum Deputy	
STATE OF WASHINGTON)	SS -		garagas de la companya de la company Companya de la companya de la compa	
COUNTY OF SKAGIT)	33	and the second s		
to be the individual who	commission executed the	ed and sworn, personall within and foregoing	efore me, a Notary Public in and for the y JOSEPH V. ENGBERG, to me known nstrument, and acknowledged that he, for the uses and purposes therein	
GIVEN under thy figure for written. WITH THE STORY CONTROL OF WASHINGTON CONTROL OF WAS	1 1	(Signature of Notary) Cymthia G. W (Print or stamp name of		
		NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor WA		
		My Appointment Expire	s: 11-03-2004	
Notary seal, text and all notations must be inside 1" margins.				



9:43:03AM 9/6/2001 Page 2 of 2