



200109060034

Skagit County Auditor

9/6/2001 Page 1 of 3 9:43:20AM



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

EASEMENT

FIRST AMERICAN TITLE CO.

m 7641

REFERENCE #:
GRANTOR: **NORTHERN REIGN DEVELOPMENT LLC ACCOMMODATION RECORDING ONLY**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **SW 1/4 NW 1/4 N2 1/4 SEC 21, TWP 34 N, RGE 4E W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P27145, P27147, P28143, P27141**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **NORTHERN REIGN DEVELOPMENT LLC**, 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 PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 0°32'44" EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR 85.00 FEET; THENCE SOUTH 88°27'56" EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 123.20 FEET, THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°27'56" EAST FOR 532.94 FEET TO THE WESTERLY ROAD MARGIN OF SHADY LANE; THENCE SOUTH 0°37'08" WEST ALONG SAID WESTERLY ROAD MARGIN FOR 219.76 FEET TO A POINT WHICH LIES 200.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE NORTH 88°30'21" WEST PARALLEL WITH SAID SOUTH LINE FOR 20.00 FEET; THENCE SOUTH 0°37'08" WEST FOR 25.24 FEET, TO THE SOUTH LINE OF THE NORTH 180.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 88°27'56" WEST ALONG SAID SOUTH LINE FOR 605.83 FEET TO THE EASTERLY ROAD MARGIN OF LAVENTURE ROAD; THENCE NORTH 0°32'44" EAST ALONG SAID EASTERLY ROAD MARGIN FOR 160.02 FEET, TO THE NORTH LINE OF THE NORTH 160.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 88°27'56" EAST ALONG SAID NORTH LINE FOR 93.20 FEET; THENCE NORTH 0°32'44" EAST FOR 85.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN 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 _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)

EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING

PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY

EASEMENT NO. 3: ALL AREAS LOCATED WITHIN A 10 (TEN) FEET PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS.

EASEMENT NO. 4: NO VEHICULAR ACCESS, PARKING OR DRIVEN SURFACES SHALL BE LOCATED WITHIN A 5 (FIVE) FOOT PERIMETER OF ALL OF GRANTEES' GROUND-MOUNTED OR SEMI-BURIED VAULTS, PEDESTALS, TRANSFORMERS AND/OR HANDHOLDS.

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 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 28th day of August Casement, 2001.

GRANTOR: **NORTHERN REIGN DEVELOPMENT LLC**

By: _____

MARTY LOBERG

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 06 2001

Amount Paid \$
Skagit County Treasurer
By: man Deputy

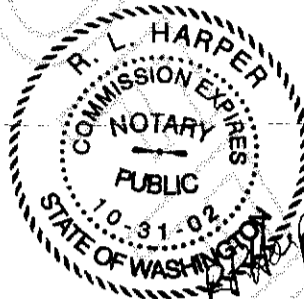


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STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me **MARTY LOBERG**, to me known to be the Owner of **NORTHERN REIGN DEVELOPMENT LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said **NORTHERN REIGN DEVELOPMENT LLC**, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



R. L. Harper
(Signature of Notary)

R. L. Harper
(Print or stamp name of Notary)

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

My Appointment Expires: October 31, 2002

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



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