Skagit County Auditor 1 of 2 11:27:30AM 10/9/2001 Page

**RETURN ADDRESS:** Puget Sound Energy, Inc.

Attn: R/W Department 1700 East College Way Mount Vernon, WA 98273

## **EASEMENT**

FIRST AMERICAN TITLE CO. **ACCOMMODATION RECORDING ONLY** 

GRANTOR:

CHANNEL VIEW LLC.

GRANTEE:

PUGET SOUND ENERGY, INC.

SHORT LEGAL: Lots 3, 4, 6, 7, 8, 9, 12 Plat of Channel View

IVI 7672

ASSESSOR'S PROPERTY TAX PARCEL: 4761-000-003-0000, 4761-000-004-0000, 4761-000-006-0000, 4761-000-007-0000, 4761-000-008-0000, 4761-000-009-0000, 4761-000-012-0000

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, CHANNEL VIEW, L.L.C., 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:

> PLAT OF CHANNEL VIEW, AS PER PLAT RECORDED ON SEPTEMBER 19, 2000 UNDER AUDITORS' FILE No. 200009190049 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:

Easement No. 1: All streets, road rights-of-way, utility and public use easements as now or hereafter designed, platted, and/or constructed within the above described property.

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 hand holes.

Easement No. 5: An easement area 20 feet in width having 10 feet of such width on each side of a centerline lying within Lot 8 of said plat of Channel View more particularly described as follows:

Beginning at a the southwest corner of Lot 8 of the Plat of Channel View; thence northeasterly along the south line of said Lot 8 110 feet; thence North 20 feet to the north line of the utility easement as delineated on the face of the plat and the true point of beginning of this line; thence North 100 feet, said point being the terminus of this line.

- 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. Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any of the foregoing; and
  - b. 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 or lines 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. OH/UG Gas & Electric Easement 11/1998 no monetary consideration was paid

34933/105014968 NE 12-35-1

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 3/1 day of OCTO.	BER	, 2001.
	April 1	•
GRANTOR:		
CHANNEL VIEW, L.L.C.		<i>a</i> .
/		Easement
BY: Maihar NTom MANAC	DNOMEMBLY SARI	F COUNTY WASHINGTON Pal Estate Excise Tax
/		PAID
BY:	_	
		OCT 0 9 2001
	May a superior and a	**************************************
	Sie	dicounty Treasurer
	f fy:	Deputy
STATE OF WASHINGTON )		
) ss COUNTY OF		
,	**************************************	and the state of t
On this 31 d day of Oct ube	, 2001, before me, the	undersigned, a Notary Public in
and for the State of Washington, duly commis me known to be the person who signed as	ssioned and sworn, personally appe	eared MFCHAEL V. POHAZ, to
corporation that executed the within and forego	oing instrument, and acknowledged	said instrument to be his/her free
and voluntary act and deed and the free and	voluntary act and deed of CHANNI	EL VIEW, L.L.C. for the uses and
purposes therein mentioned; and on oath state	ed that <u>HE</u> was authorized to exe	cute the said instrument on behalf
of said CHANNEL VIEW, L.L.C.		and the second s
IN WITNESS WHEREOF I have hereun	to set my hand and official seal the	day and year first above written.
	m.1115	
	(Signature of Notary)	unt
	(Print or stamp name of Not	ary)
	NOTARY PUBLIC in and for	the State of Washington,
residing at <u>Skac-it</u>		
	My Appointment Expires: ///	-9-03 EL
Notary seal, text and all notations must be inside 1" margins	· · · · · · · · · · · · · · · · · · ·	CY GOOD SOL
		The little and the Land
i den de	TO ASK END HED NOW AND	O NOTARY A
	# H   A   A   B   B   A   B   B   B   B   B	PIRIC
2	00110090059 kagit Connection	19:11
. Si	kagit Count	

, Skagit County Auditor

2 of 2 11:27:30AM

10/9/2001 Page