



Skagit County Auditor

6/3/2002 Page 1 of 2

1:43PM

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

## **EASEMENT**

REFERENCE #:

YARCHO

FIRST AMERICAN TITLE CO. ACCOMMODATION RECORDING ONLY

GRANTOR: **GRANTEE:** 

PUGET SOUND ENERGY, INC.

M79249

SHORT LEGAL: PTN NE 1/4 NW 1/4 SEC 26, TWP 34 N, RGE 4E W.M. ASSESSOR'S PROPERTY TAX PARCEL: P27882 (340426-2-001-0019)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, MADLYN M. YARCHO, a single woman, ("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 1 OF REVISED SKAGIT COUNTY SHORT PLAT NO. 79-79, APPROVED JUNE 5, 1981 AND RECORDED JUNE 8, 1981 IN VOLUME 5 OF SHORT PLATS AT PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 585 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN 60 FOOT WIDE EASEMENT DESCRIBED IN REAL ESTATE CONTRACT RECORDED AS AUDITOR'S FILE NO. 8711130045; THENCE NORTH ALONG SAID WEST LINE TO A POINT ON A LINE 373 FEET NORTH OF AND PARALLEL WITH THE ABOVE REFERENCED NORTH LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID PARALLEL LINE 585 FEET; MORE OR LESS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PORTIONS OF THE TWO EASEMENTS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NOS. 8711130045 AND 9112090057, THAT LIE SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT OF LAND.

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE 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 5 (FIVE) FEET IN WIDTH HAVING 2.5 FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

AS CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY, GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH APPROXIMATELY 200 FEET TO A POINT ON THE EAST BOUNDARY OF THE ABOVE DESCRIBED PROPERTY; THENCE WEST 30 (THIRTY) FEET TO THE TERMINUS OF THIS DESCRIPTION.

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:

6/98 UG Electric
File: 38379, WO#105017853 No monetars consideration was paid OPMAP NW 26 (34-4) OPMAP NW 26 (34-4)

**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 28 4L	day of	Man		, 2002.	
GRANTOR:			SKAGIT CO	MATERIAL	
By: Maesly, MADLYN M.	Marc	ho		PUNTY WASHINGTON TATE EXCISE TAX	
MADLYN M.	YARCHO			0 2002	
			Skagit	Co. Treasurer	
STATE OF WASHINGTON )	ee.		Ву	In Deputy	
COUNTY OF SKAGIT )	SS				
On this 28th day of State of Washington, duly me known to be the individual that she signed the same a mentioned.	commi⊭sione lual who exe	d and sworr cuted the wi	n, personally ap thin and forego	ing instrument, and acl	ARCHO, to knowledged
GIVEN under my hand and written.	l official seal	hereto affix	ed the day and	year in this certificate	first above
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	(	Print or sta	mp name of No		**************************************
	ř	NOTARY PUresiding at	BLIC in and for	the State of Washing	ten,
	Ŋ	1y Appointm	ent Expires:	9/21/2008	

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

