



200507110155

Skagit County Auditor

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**RETURN ADDRESS:**

**Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273**

**EASEMENT**

FIRST AMERICAN TITLE CO.

*M8617*

**GRANTOR: WISEMAN, HERBERT M.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Government Lot 1, 36-33-4  
ASSESSOR'S PROPERTY TAX PARCEL: P17855/330436-0-005-0000; P17849/330436-0-001-0004**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **HERBERT M. WISEMAN** ("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:

**SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.**

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:

**A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**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:

**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 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.

UG Electric 11/1998  
55580/105035822  
SE 36-33-4

*No monetary consideration paid*

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 5 day of July, 2005.

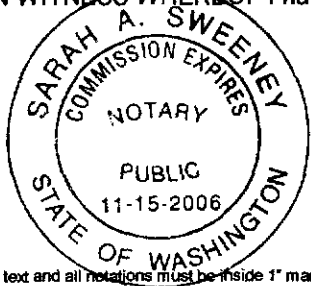
GRANTOR  
**HERBERT M. WISEMAN**

BY: Herbert M. Wiseman

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss

On this 5th day of July, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **HERBERT M. WISEMAN**, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed.

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



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

Sarah A. Sweeney  
(Signature of Notary)  
Sarah A. Sweeney  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Skagit CO.  
My Appointment Expires: 11-15-06

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

**JUL 11 2005**

Amount Paid \$ 0  
By: fp  
Skagit County Treasurer Deputy



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EXHIBIT "A"  
(continued)

PARCEL "A" Continued:

3. (Continued)

thence South along the East line of said Lot 1 to place of beginning.

4. Beginning 1796 feet East and 30 feet South of the North  $\frac{1}{4}$  corner of said Section 36;  
thence East 104.35 feet;  
thence South 417.4 feet;  
thence West 104.35 feet;  
thence North 417.4 feet to the place of beginning.

5. Beginning 1900.35 feet East and 30 feet South of the North  $\frac{1}{4}$  corner of said Section 36;  
thence East 104.35 feet;  
thence South 417.4 feet;  
thence West 104.35 feet;  
thence North 417.4 feet to place of beginning.

6. Beginning 1587.3 feet East and 30 feet South of the Northwest corner of Northeast  $\frac{1}{4}$  of Section 36;  
thence East 208.7 feet;  
thence South 208.7 feet;  
thence West 208.7 feet;  
thence North 208.7 feet to place of beginning.

7. Beginning at a point 1579.6 feet East and 253.16 feet South of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 36;  
thence South  $1^{\circ}00'$  West 210.5 feet;  
thence North  $88^{\circ}36'$  East 134.5 feet;  
thence North  $16^{\circ}52'$  East 219.2 feet;  
thence North  $89^{\circ}00'$  West 194.4 feet to place of beginning.

8. Beginning at a point 30 feet South and 2004.7 feet East of the North  $\frac{1}{4}$  corner of said Section;  
thence South 208.7 feet;  
thence East to the West line of the County Road;  
thence Northerly along the County Road to a point 30 feet South of the North line of the Section;  
thence West to the place of beginning;

EXCEPT the right of way of the English Lumber Company.

- Continued -

Situate in the County of Skagit.



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EXHIBIT "A"

PARCEL "A":

All that portion of Government Lot 1, Section 36, Township 33 North, Range 4 East, W.M., lying East of a line parallel to the West line of said subdivision and 324.5 feet East of the same, and West of the County Road and McMurray Cemetery as now located, EXCEPT the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said lot, and

EXCEPT the following described tracts:

1. Beginning at the intersection of the Southwest line of Pillchuck County Road with the East line of Lot 1, Section 36; thence Northwesterly along said County Road 15 feet; thence in a Southwesterly direction 280 feet to a stake marked "2"; thence in a Southeasterly direction 295 feet to the East line of said Lot 1; thence North along the East line of said Lot 1 to place of beginning.
2. Beginning at a point at the intersection of Pillchuck County Road with the North line of Lot 1, in said Section 36; thence along said North line of said Lot 1 to right of way of Northern Pacific Railroad formerly S & I Railroad; thence in a Southeasterly direction along said right of way about 165 feet to center of Creek between land owned by Stanley E. Winkler and Daniel Kelly; thence along the center of said Creek in a Southwesterly direction to said County Road; thence along said County Road about 265 feet to place of beginning.
3. Beginning at the intersection of the East line of Lot 1 in said Section 36 with the Northeast line of the Pillchuck County Road; thence Northwesterly about 400 feet along said County Road to the center of a certain Creek between and now owned by Daniel Kelly and Stanley Winkler; thence Northeasterly along the center of said Creek to the line of Northern Pacific Railroad right of way formerly S & I Railroad right of way; thence Southeasterly along said right of way to the East line of Lot 1;

- Continued -



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Situate in the County of Skagit, State of Washington.

EXHIBIT "A"  
(continued)

PARCEL "A" Continued:

9. The North 30 feet of Government Lot 1, lying West of Old Pillchuck County Road, in Section 21, Township 33 North, Range 4 East, W.M.

10. All that portion of Government Lot 1 of Section 36, Township 33 North, Range 4 East, W.M., lying Northerly and Westerly of a line connecting the Southeast corner of the following described tract:

Beginning at a point 1579.6 feet East and 253.16 feet South of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 36;

thence South  $1^{\circ}00'$  West 210.5 feet;

thence North  $88^{\circ}36'$  East 134.5 feet;

thence North  $16^{\circ}52'$  East 219.2 feet;

thence North  $89^{\circ}00'$  West 194.4 feet to place of beginning.

with the Southwest corner of the following described tract:

Beginning 1796 feet East and 30 feet South of the North  $\frac{1}{4}$  corner of said Section 36;

thence East 104.35 feet;

thence South 417.4 feet;

thence West 104.35 feet;

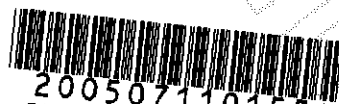
thence North 417.4 feet to place of beginning; and as approximately illustrated on the map attached hereto.

11. That portion conveyed by Herbert M. Wiseman to Maurice A. Erickson by Quit Claim Deed recorded May 25, 1999, as Auditor's File No. 9905250001, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Lot 1, Section 36, Township 33 North, Range 4 East of W.M.



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Situate in the County of Skagit, State of Washington.