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KATHY HILL
SKAGIT COUNTY TREASURER

99 JUN 18 A9:31

RECORDED _____ FILED _____
REQUEST OF _____

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

9906180014



FIRST AMERICAN TITLE CO.
M7024
ACCOMMODATION RECORDING ONLY

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
Paid

EASEMENT

JUN 18 1999

REFERENCE #: 26710
GRANTOR: HILDEBRANT
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: ~~350525-10-000~~ 350525-D-DD6-0009

Amount Paid \$
By: Skagit County Treasurer
Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LARRY E. HILDEBRANT AND LYND A. HILDEBRANT, HUSBAND AND WIFE** ("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 ATTACHED EXHIBIT "A"

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 feet in width having 5 feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED OR TO BE CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY AS FOLLOWS; BEGINNING AT A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY APPROXIMATELY 5 FEET WEST OF THE NORTHERLY MOST NORTHEAST CORNER THEREOF; THENCE SOUTHERLY APPROXIMATELY 310 FEET; THENCE EAST APPROXIMATELY 10 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 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.

UG Electric 11/1998
105005355

no monetary consideration was paid

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BK 2007 PG 0043

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 27th day of May, 1999.

GRANTOR:

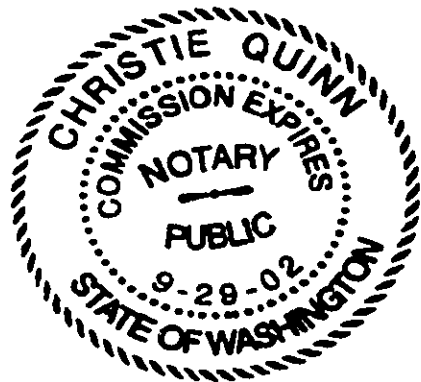
BY: Larry E. Hildebrant
LARRY E. HILDEBRANT

BY: Lynda A. Hildebrant
LYNDA A. HILDEBRANT

STATE OF WASHINGTON)
) SS
COUNTY OF Snohomish)

On this day personally appeared before me Larry & Lynda Hildebrant to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that them signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of May, 1999.



Christie Quinn
Notary Public in and for the State of Washington,
Residing at 4917 Evergreen Way
My commission expires 09/29/02

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EXHIBIT "A"
HILDEBRANT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION 725 FEET; THENCE DUE WEST 361.5 FEET; THENCE SOUTHEASTERLY 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION 275 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE EAST 275 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION THEREOF EMBRACED WITHIN THE BOUNDARIES OF THAT CERTAIN TRACT CONVEYED TO CLARENCE G. FITZGERALD ETUX BY DEED RECORDED APRIL 27, 1968 UNDER AUDITOR'S FILE NO. 713569.

AND

THE WEST 24 FEET, AS MEASURED ALONG THE SOUTH LINE, OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE DAY CREEK COUNTY ROAD AND THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT OF BEGINNING BEING 1150 FEET NORTH, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE 361.5 FEET DUE WEST; THENCE 297.5 FEET NORTH, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID COUNTY ROAD; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID COUNTY ROAD IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 383 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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