



200012110165
Skagit County Auditor

12/11/2000 Page 1 of 3 3:57:24PM



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

EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7442

REFERENCE #:
GRANTOR: **CARLSON/BROWN/LESLIE**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN OF NW 1/4 NE 1/4 SEC 25, TWP 33N, RGE 4E W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P17307 & P17234**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ALFRED N. CARLSON JR.** and **VIRGINIA M. CARLSON**, as husband and wife, **DELORES BROWN**, as her separate property, and **MILDRED LESLIE**, as her separate property ("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

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

AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, GENERALLY FOLLOWING THE SOUTHERN MARGIN OF THE PRIVATE ROAD.

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.

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 5th day of Dec, 2000.

GRANTOR:

By: Alfred N. Carlson Jr
ALFRED N. CARLSON JR.

By: Virginia Carlson
VIRGINIA M. CARLSON

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 5th day of December, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ALFRED N. CARLSON JR.** and **VIRGINIA M. CARLSON**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they 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 hereto, affixed the day and year in this certificate first above written.

Kerdy Chevalier
(Signature of Notary)



NOTARY PUBLIC in and for the State of Washington,
residing at La Conner
My Appointment Expires: May 15, 2001

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 11 2000

Amount Paid \$
Skagit County Treasurer
By: Deputy



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Skagit County Auditor

EXHIBIT A

The Northwest quarter of the Northeast quarter and Government Lot 3; all in Section 25, Township 33 North, Range 4 East of the Willamette Meridian, EXCEPT from all of said subdivisions those portions thereof lying within the as-built and existing right of way of the McMurray-Montborne Road, also known as State Highway No. 9, as said right of way existed on August 31, 1951;

ALSO EXCEPT from said Northwest quarter of the Northeast quarter the East 300 feet of the South 450 feet thereof.

ALSO EXCEPT from Government Lot 3 the eight following described tracts:

- 1) Beginning at the intersection of the South line of said Government Lot 3 with the Easterly line of the road known as the McMurray-Montborne Road; thence along said road Northwesterly to a curve to the right; thence following said curve and the line said road Easterly and Northeasterly to a point 452.5 feet North (measured at right angles) of the South line of Government Lot 3; thence East to Westerly line of the northern Pacific Railway Company property; thence Southerly along said railway property to the south line of Lot 3; thence west to point of beginning;
- 2) That portion of said Government Lot 3 lying Westerly of the McMurray-Montborne Road and Southerly of the Jack Roberston Private Road running from the most Westerly curve on said McMurray-Montborne Road to the West line of Government Lot 3;
- 3) That portion of Government Lot 3 conveyed by J. E. Baker and Doyche Baker, husband and wife, to Harry Schoenheit, a widower, by deed dated June 27, 1928, and recorded August 30, 1928, under Auditor's File No. 215842, in Volume 148 of Deeds, page 60;
- 4) The Westerly half of that portion of the abandoned Northern Pacific Company Railway Company right of way adjoining the East line of Exception 1) to said Government Lot 3;
- 5) The Easterly half of that portion of the abandoned Northern Pacific Company Railway Company right of way adjoining the West line of Exception 3) to said Government Lot 3;
- 6) The Easterly half of that portion of the abandoned Northern Pacific Company Railway Company right of way lying within 427 feet of said Government Lot 3;
- 7) That portion of the Burlington Northern Railroad Company right of way, conveyed by deed recorded under Auditor's File No. 8708250059 records of Skagit County, Washington and also that portion of Government Lot 3 lying Easterly of said right of way lying within the south 427 feet of Government Lot 3, in said Section 25.
- 8) All of the Plat of "LAKESIDE ESTATES," as per plat recorded in Volume 14 of Plats, pages 178 and 179, records of Skagit County, Washington.

- END OF EXHIBIT A -



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UNOFFICIAL DOCUMENT