



200104090105

, Skagit County Auditor

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**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 E. College Way  
Mt. Vernon, WA 98273

**EASEMENT**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

**REFERENCE #**

GRANTOR: SMABY, WESEN  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. Gov. Lot 7, Sec. 36, Twp. 34 N., Rng. 4E., W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P29878, P29880

M 7528

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BETTY J. SMABY**, as her separate estate as to Parcel 1; AND **VICKY J. WESEN**, as her separate estate as to Parcel 2 ("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:

**PARCEL 1: (SMABY PARCEL)**

THAT PORTION OF GOVERNMENT LOT 7 IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY LINE OF THE RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY CO., A DISTANCE OF 250 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 7 TO BIG LAKE; THENCE SOUTHERLY FOLLOWING THE SHORE OF BIG LAKE TO A POINT 300 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE EAST PARALLEL WITH SAID LOT LINE TO THE SAID RAILWAY RIGHT-OF-WAY; THENCE NORTHERLY, FOLLOWING SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY KNOWN AS THE NORTHERN PACIFIC RAILROAD IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING BETWEEN THE EASTERLY EXTENSIONS OF BOTH THE NORTH AND SOUTH LINES OF THE HEREIN DESCRIBED PROPERTY, LESS ROADS.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL 2: (WESEN PARCEL)**

THE NORTH 60 FEET OF THAT CERTAIN TRACT OF LAND IN GOVERNMENT LOT 7 IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY CO., A DISTANCE OF 300 FEET SOUTH OF THE NORTH LINE OF LOT 7; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 7 TO THE SHORE LINE OF BIG LAKE; THENCE SOUTHERLY ALONG SAID SHORE LINE OF BIG LAKE TO A POINT 450 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE EAST TO THE RIGHT-OF-WAY LINE OF SAID RAILWAY COMPANY; THENCE NORTHERLY FOLLOWING SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY KNOWN AS THE NORTHERN PACIFIC RAILROAD IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING BETWEEN THE EASTERLY EXTENSIONS OF BOTH THE NORTH AND SOUTH LINES OF THE HEREIN DESCRIBED PROPERTY, LESS ROADS.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

A right of way ten (10) feet in width with five (5) feet on each side of a centerline described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY THAT IS 96 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 09° EAST, APPROXIMATELY 65 FEET; THENCE SOUTH 13° WEST, APPROXIMATELY 42 FEET TO A POINT LYING 3 FEET NORTH, AS MEASURED AT RIGHT ANGLES OF THE SOUTH LINE THEREOF; THENCE NORTH 71° EAST, APPROXIMATELY 110 FEET TO A POINT ON THE WEST MARGIN OF THE ABOVE DESCRIBED PROPERTY THAT IS 67 FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND THE TERMINUS.

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.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all 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.

No monetary consideration was paid

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. **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 entitles 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 7 day of April, 2001.

GRANTOR:

BY: Betty J. Smaby

BETTY J. SMABY

STATE OF WASHINGTON )

) SS

COUNTY OF )

SKAGIT COUNTY WASHINGTON

Real Estate Excise Tax

PAIDBY: Vicky J. Wesen

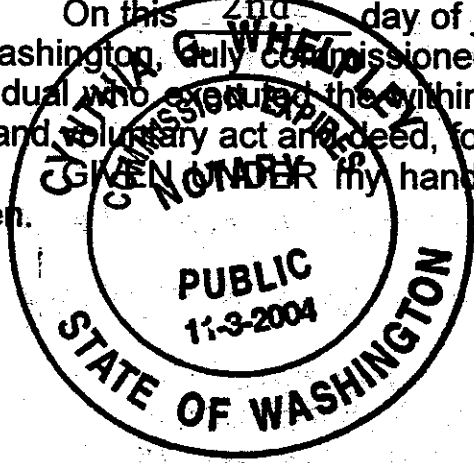
VICKY J. WESEN

APR 09 2001

Amount Paid \$6  
Skagit County Treasurer  
By: Mam Deputy

On this 2nd day of April, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BETTY J. SMABY**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



(Signature of Notary)

Cynthia G. Whelpley

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at Oak Harbor WA

My Appointment Expires: 11-3-2004

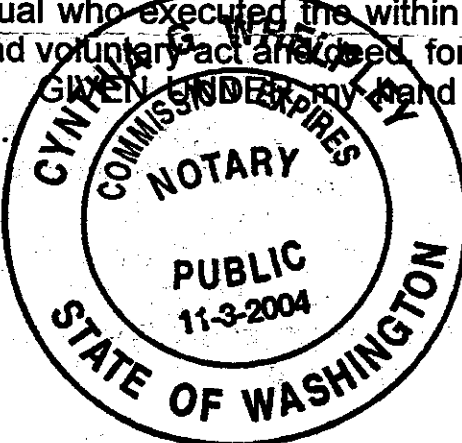
STATE OF WASHINGTON )

) SS

COUNTY OF )

On this 2nd day of April, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **VICKY J. WESEN**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.



(Signature of Notary)

Cynthia G. Whelpley

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at Oak Harbor WA

My Appointment Expires: 11-3-2004

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



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