



**PUGET
SOUND
ENERGY**

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

9' @
9808110127

MARY H. KELLEY
SKA

'98 AUG 11 P3:39

RECORDED _____ FILE _____
REQUEST OF _____

EASEMENT

FIRST AMERICAN TITLE CO

REFERENCE #: 24678
GRANTOR: Kelley
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 1 S.P. 31-82, V6, P39, AF 8212130001
ASSESSOR'S PROPERTY TAX PARCEL: 351014-0-009-0309

ACCOMMODATION RECORDING ONLY

M6780

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, ANTHONY D KELLEY and MARY H. KELLEY, 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:

LOT 1 OF SHORT PLAT NO. 31-82 (ALSO KNOWN AS "BOSSEE SHORT PLAT") APPROVED DECEMBER 10, 1982 AND RECORDED DECEMBER 13, 1982 IN VOLUME 6 OF SHORT PLATS, PAGE 39, UNDER AUDITOR'S FILE NO. 8212130001, BEING A PORTION OF GOVERNMENT LOT 5 OF SECTION 14, TOWNSHIP 35, RANGE 10 EAST, W.M.

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

THE SOUTHWESTERLY 30 FEET OF THE ABOVE DESCRIBED PROPERTY AS MEASURED AT A RIGHT ANGLE TO THE SOUTHWESTERLY LINE THEREOF.

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.

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

698 UG Electric 24678-9855156 no monetary consideration was Paid

9808110127

BK 1854 PG 0048

