

RETURN ADDRESS:

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



199908120013

Kathy Hill, Skagit County Auditor
8/12/1999 Page 1 of 2 9:55:16AM

FIRST AMERICAN TITLE CO.
M7055-1

EASEMENT

Overhang Only - HNK
- CSR

REFERENCE #: 26909

GRANTOR: CHARLES KESSLER AND H. NADINE KESSLER, TRUSTEES OF THE KESSLER FAMILY REVOCABLE LIVING TRUST

GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION

SHORT LEGAL: LOT 1, "PLAT OF CENTENNIAL GROVE" AS PER PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE 26, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON. BEING A PORTION OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: ~~093404-4-004-01~~ 4579-000-001-0000
P-100815

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, CHARLES KESSLER AND H. NADINE KESSLER, TRUSTEES OF THE KESSLER FAMILY REVOCABLE LIVING TRUST ("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 County, Washington:

LOT 1, "PLAT OF CENTENNIAL GROVE" AS PER PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE 26, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON. BEING A PORTION OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 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:

ON THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PROPERTY.

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:

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; 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. **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 entitled 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.

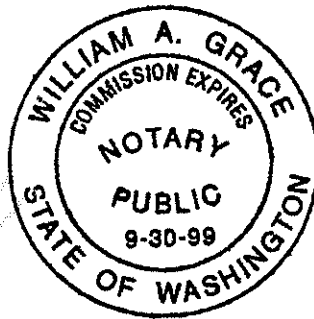
DATED this 6th day of July, 1999.

GRANTOR:

BY: Charles L. Kessler
CHARLES KESSLER

BY: H. Nadine Kessler
H. NADINE KESSLER

STATE OF WASHINGTON)
COUNTY OF Skagit) SS



On this 6th day of July, 1999, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles L. Kessler and H. Nadine Kessler, Trustees under living trust of * dated , who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed as Trustees, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate above written.

* The Kessler-Family
Revocable Living Trust

William A. Grace
Notary Public in and for the State of Washington,
Residing at Lynden
My commission expires 9-30-99

30898
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 12 1999

Amount paid \$ 11.33
Skagit County Treasurer
By: bp



199908120013