

RETURN ADDRESS:

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



199908300064
Kathy Hill, Skagit County Auditor
8/30/1999 Page 1 of 2 11:25:10AM



FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M 7063

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

EASEMENT

AUG 30 1999

REFERENCE #: 26943 27093

GRANTOR: CABE

GRANTEE: PUGET SOUND ENERGY, INC.

Amount Paid \$
Skagit County Treasurer
By: *me* Deputy

SHORT LEGAL: LOT 2 OF SEDRO WOOLEY SHORT PLAT NO. 98-04, APPROVED SEPTEMBER 10, 1998, RECORDED OCTOBER 16, 1998 IN VOLUME 13 OF SHORT PLATS, PAGE 173, UNDER AUDITOR'S FILE NO. 9810160075, BEING A PORTION OF LOT 16, BLOCK 1, "ROSENDALE GARDEN TRACTS OF SEDRO WOOLLEY", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 52, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S PROPERTY TAX PARCEL: 4169-001-016-0009

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DANNY L. CABE AND JOAN E. CABE** ("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 2 OF SEDRO WOOLEY SHORT PLAT NO. 98-04, APPROVED SEPTEMBER 10, 1998, RECORDED OCTOBER 16, 1998 IN VOLUME 13 OF SHORT PLATS, PAGE 173, UNDER AUDITOR'S FILE NO. 9810160075, BEING A PORTION OF LOT 16, BLOCK 1, "ROSENDALE GARDEN TRACTS OF SEDRO WOOLLEY", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 52, RECORDS OF SKAGIT COUNTY, 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:
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 DESCRIBED AS FOLLOWS:

ON THE NORTH 8 FEET OF THE EAST 8 FEET OF THE SOUTH 18 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 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

no monetary consideration was paid

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 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 19 day of August, 1999.

GRANTOR:

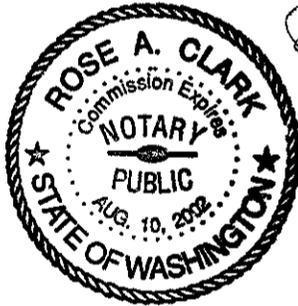
BY: *Danny L. Cabe*
DANNY L. CABE

BY: *Joan E. Cabe*
JOAN E. CABE

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this day personally appeared before me *Danny L. & Joan E. Cabe*
to me known to be the individual(s) described in and 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 this 19th day of August 1999.



Rose A. Clark
Notary Public in and for the State of Washington,
Residing at *Sedro Woolley*
My commission expires 8-10-2002

