

RETURN ADDRESS:

Puget Sound Energy, Inc. Attn.: ROW Department 1700 E. College Way Mount Vernon, WA 98273 200104240142

, Skagit County Auditor

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EASEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7538

REFERENCE #:

GRANTOR: GRANTEE: HALL

PUGET SOUND ENERGY, INC.

SHORT LEGAL: NE 1/4 SEC 9, TWP 34 N, RGE 4E W.M. ASSESSOR'S PROPERTY TAX PARCEL: 34049-1-004-0600

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JERRY A. HALL** and **SHARI K. HALL**, 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 2, SKAGIT COUNTY SHORT PLAT #99-0003, RECORDED NOVEMBER 1, 1999 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 199911010122, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

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:

30 54

DE 15 6X

AS CONSTRUCTED ON THE SOUTH 10 FEET OF THE WEST 10 FEET OF THE ABOVE DESCRIBED PROPERTY, ALL AS MEASURED ALONG AND AT RIGHT ANGLES TO THE SOUTH AND WEST 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.

6/98 UG Electric File: 33566, WO#105013621 OPMAP 9(34-4) No monetary consideration was 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.

DATED this 14 to day of Apr.'/	, 2001.
GRANTOR:	
By:By:By:	Shari K. Hall SHARI K. HALL
STATE OF WASHINGTON)) SS COUNTY OF SKAGIT)	
On this day of, 200 State of Washington, duly commissioned and sworn, p	personally appeared JERRY A. HALL and
SHARI K. HALL, to me known to be the individuals instrument, and acknowledged that they signed the same for the uses and purposes therein mentioned.	who executed the within and foregoing
GIVEN under my hand and official seal hereto affixed the written.	e day and year in this certificate first above

(Signature of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon

My Appointment Expires:

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

SKAGIT COUNTY WASHINGTON Real Estate Excise You

APR 2 4 2001

Amount Paid \$ Skagit Co. Treasurer

Skagit County Auditor

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