



200108280070

, Skagit County Auditor

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**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

**REFERENCE #:**

GRANTOR: **KALES**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: Lot 1, SP No. 96-0096  
ASSESSOR'S PROPERTY TAX PARCEL: P110543

**ACCOMMODATION RECORDING ONLY**

m7636

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LESLIE A. KALES and BARBARA A. KALES**, 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 SKAGIT COUNTY SHORT PLAT NO. 96-0096, APPROVED DECEMBER 10, 1996, RECORDED DECEMBER 13, 1996, IN VOLUME 12, PAGE 168-169 OF SHORT PLATS, UNDER AUDITOR'S FILE NO. 9612130043, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 7 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:

**THAT CERTAIN 24 FOOT WIDE ACCESS AND UTILITIES EASEMENT AS SHOWN ON THE FACE OF SKAGIT COUNTY SHORT PLAT NO. 96-0096.**

**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 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.

*No monetary consideration was paid*

DATED this 22 day of August, 2001.

BY:

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