



200109240151

, Skagit County Auditor

9/24/2001 Page 1 of 2 3:22:29PM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

m7652

GRANTOR: Curry, Katherine and Earl  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn Lot 3 Short Plat MV-2-97  
ASSESSOR'S PROPERTY TAX PARCEL: P116303/340421-4-018-0300

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KATHERINE CURRY** and **EARL CURRY**, wife and husband ("Grantor" herein), hereby convey and warrant 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:

**TRACT 3 OF SHORT PLAT MV-2-97, APPROVED JANUARY 28, 1998 AND RECORDED JANUARY 29, 1998 UNDER AUDITOR'S FILE NO. 9801290010 IN VOLUME 13 OF SHORT PLATS, PAGE 91, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, 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:

**ALL THAT PORTION OF THE ABOVE DESCRIBED TRACT 3 LYING WITHIN THE FOLLOWING DESCRIBED TRACT:**

**BEGINNING AT A POINT ON THE EAST LINE OF TRACT 3, WHICH POINT IS 60 NORTH OF THE SOUTH LINE OF TRACT 3, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 60 FEET A DISTANCE OF 12 FEET, MORE OR LESS; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF TRACT 3 WHICH POINT IS 40 FEET, MORE OR LESS, NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF TRACT 3 TO THE TRUE POINT OF BEGINNING.**

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:

a. **Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any of the foregoing; and

b. **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 or lines 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

OH/UG Gas & Electric Easement 11/1998  
35074/593018302  
SE 21-34-4

*No monetary consideration was paid*

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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 22 day of September, 2001.

GRANTOR:

BY: Earl Curry  
EARL CURRY

BY: Katherine Curry  
KATHERINE CURRY

Easement  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

SEP 24 2001

Amount Paid \$ 0  
Skagit County Treasurer  
By: [Signature] Deputy

STATE OF WASHINGTON )  
COUNTY OF ) SS

On this 1<sup>st</sup> day of September, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EARL CURRY and KATHERINE CURRY, to me known to be the individual(s) 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 hereto affixed the day and year in this certificate first above written.

Teresa Hanford  
(Signature of Notary)

Teresa Hanford  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing

at Sedro Woolley

My Appointment Expires: 4-19-02



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



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