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

## **EASEMENT**

GRANTOR:

KNORR, EDWARD G.

GRANTEE:

PUGET SOUND ENERGY, INC.

SHORT LEGAL: Lot 10 - Westview Estates

ASSESSOR'S PROPERTY TAX PARCEL: P117313

FIRST AMERICAN TITLE CO. ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1,00) and other valuable consideration in hand paid, EDWARD G. KNORR, who acquired title as his separate property, ("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 10, "PLAT OF WESTVIEW ESTATES" AS PER PLAT RECORDED OCTOBER 31, 2000 AS AUDITOR'S FILE NO. 200010310002, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

> THE WEST 10 FEET OF THE EAST 40 FEET OF THE SOUTH 9 FEET OF THE ABOVE DESCRIBED TRACT.

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 groundmounted 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.

UG Electric 11/1998 Mo monetary consideration was paid se 23-36-4

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- 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 Essement Area. Grantor reserves the right to use the Essement 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 fallure to initially install its systems on the Easement Area within any period of time from the date hereof.
- Counted shall have the right to assign, apportion or otherwise transfer any or

espective successors and assigns.  DATED this day of	
	SKAGIT COUNTY WASHINGTON
GRANTOR:	REAL ESTATE EXCISE TAX
BY: Edward A Mo	272 MAY 1 € 2002
STATE OF WASHINGTON )	Amount Paid \$
COUNTY OF )	By Deputy
On this day of	2002, before me, a Notary Public in and for the
be the individual who executed the within and in his free and voluntary act and deed, for the use	
OWEST WINED my bond and official (	and the state of t
	seal hereto affixed the day and year in this certificate first above
written.	Mudiallando
	(Signature of Notary)  (Print or stamp name of Notary)
written.	(Signature of Restary)  (Signature of Restary)
written.	(Signature of Netary)  (Print or starrip name of Notary)  NOTARY PUBLIC in and for the State of
written.	(Signature of Netary)  (Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at A (1) (1) (1)

200205140086 **Skagit County Auditor** 

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