



200108280069
Skagit County Auditor
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RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn.: ROW Department
1700 E. College Way
Mount Vernon, WA 98273

EASEMENT FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

REFERENCE #: *M 7636*
GRANTOR: **CRAWFORD**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Ptn of SW ¼ Sec 20 Twp 33N Rge 4EWM, LOT A, SHORT PLAT 94-039**
ASSESSOR'S PROPERTY TAX PARCEL: **P113276**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BRUCE E. CRAWFORD** and **GAIL L. CRAWFORD**, as 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 A OF SKAGIT COUNTY SHORT PLAT 94-039, AS RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 133, UNDER AUDITOR'S FILE NO. 9806050056, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 33 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:

AS CONSTRUCTED ON THE NORTH 10 FEET OF THE EAST 10 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 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.

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 16th day of AUGUST, 2001.

GRANTOR:

By: Bruce E. Crawford
BRUCE E. CRAWFORD

By: Gail L. Crawford
GAIL L. CRAWFORD

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me BRUCE CRAWFORD and GAIL CRAWFORD, the individuals that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 16th day of August 2001.




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

Michele L. Kreitel
Print Name: Michele L. Kreitel
Notary Public in and for the State of Washington
Residing at Arlington, Washington
My commission expires 10-30-04

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

'AUG 28 2001

Amount Paid \$0
Skagit County Treasurer
By: mjm Deputy


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