



200207020043

Skagit County Auditor

7/2/2002 Page 1 of 2 11:39AM

**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

M7871

REFERENCE #:

GRANTOR:

**BARGER**

GRANTEE:

**PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN OF E 1/2 SW 1/4 SEC 30, TWP 35 N, RGE 6E W.M.**

ASSESSOR'S PROPERTY TAX PARCEL: **P42099 & P42101**

**(350630-3-002-0108 & 350630-3-003-0107)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LARON K. BARGER** and **BARBARA A. BARGER**, 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:

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, LYING SOUTH OF THE COUNTY ROAD COMMONLY KNOWN AS SOUTH SKAGIT HIGHWAY, CONVEYED IN THAT CERTAIN DEED RECORDED AUGUST 30, 1909, UNDER AUDITOR'S FILE NO. 75198, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**ALL IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN.**

**SITUATE SKAGIT COUNTY, 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:

**AN EASEMENT AREA 10 (TEN) FEET IN WIDTH HAVING 5 (FIVE) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:**

**AS CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY, GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE APPROXIMATELY 12 FEET WEST TO A POINT LYING ON THE NORTH MARGIN OF SAID PROPERTY, THENCE SOUTHERLY APPROXIMATELY 990 FEET, GENERALLY FOLLOWING THE EAST MARGIN OF THE ACCESS ROAD ON SAID PROPERTY; THENCE CONTINUING SOUTHERLY APPROXIMATELY 760 FEET TO THE TERMINUS OF THIS DESCRIPTION.**

**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. *Grantee reserves the right to construct additional facilities in the most easterly 25 feet of the most northerly 500 feet of said property to serve adjacent properties.*

*No monetary consideration was paid*

**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 22nd day of June, 2002.

GRANTOR:

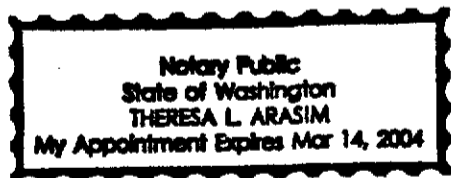
By: Laron K. Barger  
**LARON K. BARGER**

By: Barbara A. Barger  
**BARBARA A. BARGER**

STATE OF WASHINGTON )  
COUNTY OF SKAGIT (King) ) SS

On this 22nd day of June, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **LARON K. BARGER** and **BARBARA A. BARGER**, to me known to be the individuals 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.



Theresa L Arasim  
(Signature of Notary)  
Theresa L Arasim  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at Redmond WA

My Appointment Expires: March 14, 2004

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

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 02 2002

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



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Skagit County Auditor