

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233



200811200112
Skagit County Auditor

11/20/2008 Page 1 of 2 1:33PM

EASEMENT

GRANTOR: **MCCALL, KRISTOPHER & HEATHER**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Tract 3 SP 67-81 in SW 11-35-7**
ASSESSOR'S PROPERTY TAX PARCEL: **P42475/350711-3-004-0207**

GUARDIAN NORTHWEST TITLE CO
ACCOMMODATION RECORDING ONLY

M9266

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **KRISTOPHER M. MCCALL and HEATHER L. MCCALL, 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, an ~~an~~ exclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

KM
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TRACT 3 OF SKAGIT COUNTY SHORT PLAT NO. 67-81, APPROVED FEBRUARY 10, 1982 AND RECORDED FEBRUARY 11, 1982 IN VOLUME 5 OF SHORT PLATS, AT PAGE 166, UNDER AUDITOR'S FILE NO. 8202110012, RECORDS OF SKAGIT COUNTY, WASHINGTON/ (BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M.

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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally located within the westerly portion of the Northerly 435 feet of the above described Property. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

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.

** Following construction, Grantee must leave property in equal or better condition*
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

** Grantee must obtain prior approval before any trees are to be cut and removed.*

UG Electric 11/1998
RW-070899/101052027
SW 11-35-7

No monetary consideration paid

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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 1 day of November, 2008.

GRANTOR:

BY: Kristopher M. McCall
KRISTOPHER M. MCCALL

BY: Heather L. McCall
HEATHER L. MCCALL

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

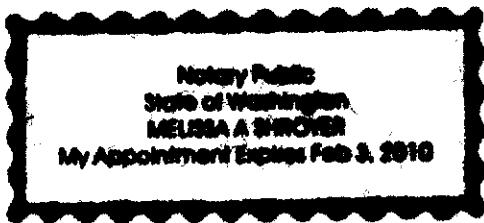
NOV 20 2008

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

Amount Paid \$ 0
Skagit Co. Treasurer
By Lb Deputy

On this 1 day of November, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KRISTOPHER M. MCCALL and HEATHER L. MCCALL**, 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.



Melissa A. Shroyer
(Signature of Notary)

Melissa A. Shroyer
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington, WA
My Appointment Expires: 2/3/2010

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



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Skagit County Auditor