

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1700 E. College Way
Mount Vernon, WA 98273

199908120023

Kathy Hill, Skagit County Auditor
8/12/1999 Page 1 of 3 9:59:31AM

EASEMENT

FIRST AMERICAN TITLE CO.

M7053-5

REFERENCE #: 27295

GRANTOR: JOHN G. SARGENT AND MARJORIE J. SARGENT, HUSBAND AND WIFE

GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION

SHORT LEGAL: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: 340436-0-005-0009

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHN G. SARGENT AND MARJORIE J. SARGENT, 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 County, Washington:

SEE ATTACHED EXHIBIT "A"

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 feet in width having 5 feet of such width on each side of a centerline described as follows:

AS CONSTRUCTED OR TO BE CONSTRUCTED ON 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:

a. **Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

b. **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. **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 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.

no Monetary Consideration was Paid

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 27 day of July, 1999.

BY: John G. Sargent
JOHN G. SARGENT

BY: Marjorie J. Sargent
MARJORIE J. SARGENT



STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 27 day of July, 1999, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and 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.

Stacey S. Harmon
(Signature of Notary)

Stacey S. Harmon
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at 8936 - AVON ALLEN - BOWWA
My Appointment Expires: July 1 - 2003

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 12 1999

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

199908120023

Kathy Hill, Skagit County Auditor
8/12/1999 Page 2 of 3 9:59:31AM

EXHIBIT "A"
SARGENT

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MOUNTAIN VIEW ROAD 71.3 FEET NORTH AND 1580.5 FEET WEST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 25 & 36; THENCE NORTH $74^{\circ} 26'$ WEST 1115.4 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD; THENCE BY VARIOUS COURSES ALONG THE SAID RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, EXCLUDING HEREFROM THAT PORTION LYING IN SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., ALSO EXCEPTING HEREFROM THE FOLLOWING DESCRIBED TRACT; A 60 FOOT WIDE STRIP OF COUNTY ROAD RIGHT OF WAY LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; SAID 60 FOOT RIGHT OF WAY LYING IN SECTION 25 & 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEGINNING AT A POINT ON THE CENTERLINE OF A COUNTY ROAD KNOWN AS MOUNTAIN VIEW ROAD, 71.3 FEET NORTH AND 1580.5 FEET WEST OF THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE P.C. OF A 49 DEGREE CURVE TO THE RIGHT WITH A RADIUS OF 116.93 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 206.8 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH $70^{\circ} 40'$ WEST 79 FEET TO THE P.C. OF A 20 DEGREE CURVE TO THE LEFT WITH A RADIUS OF 238.7 FEET; THENCE ALONG SAID CURVE TO THE LEFT 187.5 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH $56^{\circ} 20'$ WEST TO A POINT ON THE WEST LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE LEAVING THE CENTERLINE OF SAID COUNTY ROAD NORTH $0^{\circ} 16' 20''$ WEST 88.6 FEET ALONG THE WEST LINE OF SAID SECTION 36 TO A POINT ON THE CENTERLINE OF SAID COUNTY ROAD; THENCE NORTH $56^{\circ} 20'$ EAST 33.2 FEET TO THE P.C. OF A 12 DEGREE CURVE TO THE LEFT WITH A RADIUS OF 477.5 FEET; THENCE ALONG SAID CURVE 104.9 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH $43^{\circ} 45'$ EAST 85.6 FEET TO THE P.C. OF A 18 DEGREE CURVE TO THE LEFT WITH A RADIUS OF 318.3 FEET; THENCE ALONG SAID CURVE 156.7 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH $15^{\circ} 33'$ EAST 108.4 FEET TO THE P.C. OF A 30 DEGREE CURVE TO THE LEFT WITH A RADIUS OF 191 FEET; THENCE ALONG SAID CURVE 217.2 FEET TO THE P.T. OF SAID CURVE; THENCE NORTH $49^{\circ} 36'$ WEST 315.5 FEET TO THE P.C. OF A 30 DEGREE CURVE TO THE LEFT WITH A RADIUS OF 191 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 71.8 FEET TO A POINT ON THE WEST LINE OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

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8/12/1999 Page 3 of 3 9:59:31AM