

200001200063

Kathy Hill, Skagit County Auditor
1/20/2000 Page 1 of 3 3:46:10PM

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 #: 25978
GRANTOR: SEDANO
GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION
SHORT LEGAL: PTN OF SW1/4 NE 1/4 SEC. 21, TWP 34 N, RGE 3 E W.M.
ASSESSOR'S PROPERTY TAX PARCEL: 340324-1-007-0205

M7181

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, EPIFANIO SEDANO, JR. AND KRISTY M. SEDANO, 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:

ON THE SOUTH ¹⁰ 25 FEET OF THE ABOVE DESCRIBED PROPERTY
Poles only to be located within the South 5 feet

KMS ES

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for a utility systems for purposes of transmission, distribution and sale of 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; laterals, conduits; 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.~~

KMS ES

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 entitles 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.

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.

EXHIBIT "A"
SEDANO

**THAT PORTION OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.,
DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER
OF THE SOUTHWEST ¼ OF THE NORTHEAST QUARTER OF SAID SECTION
21; THENCE WEST 150 FEET; THENCE NORTH 145.2 FEET; THENCE EAST 150
FEET; THENCE SOUTH 145.2 FEET TO THE POINT OF BEGINNING.**

EXCEPT RIGHT OF WAY FOR ROAD.

200001200063

**Kathy Hill, Skagit County Auditor
1/20/2000 Page 3 of 3 3:46:10PM**