

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 E. College Way  
Mt. Vernon, WA 98273



200008220059  
Kathy Hill, Skagit County Auditor.  
8/22/2000 Page 1 of 2 1:28:32PM

**EASEMENT**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

M7357

REFERENCE #:

GRANTOR: MAY  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn. SW, SE of Sec 21, T34N, R4E W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: 340421-0-001-0000

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GEORGE W. MAY**, as his separate property ("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:

THAT PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 1° 03' WEST 184 FEET; THENCE SOUTH 56° 01' WEST 403 FEET, MORE OR LESS TO A POINT 330 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 1° 03' EAST 418 FEET; THENCE SOUTH 88° 29' EAST 330 FEET TO THE PLACE OF BEGINNING; EXCEPT THOSE PORTIONS OF SAID PREMISES DESCRIBED AS FOLLOWS:

1. BEGINNING AT A POINT WHICH IS SOUTH 00° 53' WEST A DISTANCE OF 170 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 60° 01' WEST A DISTANCE OF 279.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 53' EAST A DISTANCE OF 146.8 FEET; THENCE NORTH 89° 30' WEST A DISTANCE OF 90 FEET; THENCE SOUTH 00° 53' WEST A DISTANCE OF 200 FEET; THENCE NORTH 60° 01' EAST A DISTANCE OF 104.85 FEET TO THE TRUE POINT OF BEGINNING, AND,

2. BEGINNING AT A POINT WHICH IS SOUTH 00° 53' WEST A DISTANCE OF 170 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 60° 01' WEST A DISTANCE OF 279.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 53' EAST A DISTANCE OF 146.8 FEET; THENCE SOUTH 89° 30' EAST A DISTANCE OF 80 FEET; THENCE SOUTH 00° 53' WEST TO A POINT WHICH BEARS NORTH 60° 01' EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 60° 01' WEST TO THE TRUE POINT OF BEGINNING.

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:

THE SOUTHEASTERLY 10 (TEN) FEET OF THE ABOVE DESCRIBED PROPERTY, LYING ADJACENT TO AND NORTHERLY OF DIGBY LANE.

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.

*No Monetary consideration was paid*

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.

**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 EXCEPT THOSE STRUCTURES EXISTING AS OF THE DATE OF THIS DOCUMENT, 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 15<sup>th</sup> day of August, 2000.

GRANTOR:

BY: George W. May  
GEORGE W. MAY

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

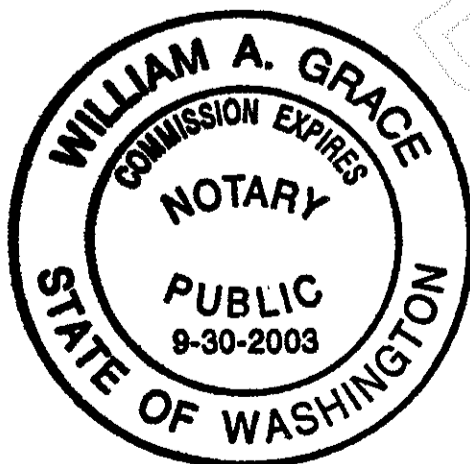
AUG 22 2000

Amount Paid \$  
Skagit Co. Treasurer  
By hr Deputy

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 15<sup>th</sup> day of August, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **GEORGE W. MAY**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



William A. Grace  
(Signature of Notary)

William A. Grace  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Lynden  
My Appointment Expires: 9-30-2003

Notary seal, text and all notations



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Kathy Hill, Skagit County Auditor