



200501100134
Skagit County Auditor

RETURN ADDRESS:

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

1/10/2005 Page 1 of 2 11:40AM

EASEMENT

FIRST AMERICAN TITLE CO.

M8502

ACCOMMODATION RECORDING ONLY

GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Lot 17 BSP in Southeast Quarter of Section 34, Township 35 North, Range 3 East W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P115574/8012-000-017-0000

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PORT OF SKAGIT COUNTY, a Washington municipal corporation** ("Grantor" herein), hereby convey and warrant 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:

LOT 17, "SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1" APPROVED AUGUST 22, 1986, AND RECORDED AUGUST 25, 1986, IN BOOK 7 OF SHORT PLATS, PAGES 111 THROUGH 120, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON UNDER AUDITOR'S FILE NO. 8608250002 AND AS AMENDED BY DOCUMENT RECORDED MARCH 4, 2003 UNDER AUDITOR'S FILE NO. 200303040030.

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:

THE SOUTH 20 FEET OF THE WEST 230 FEET OF THE ABOVE DESCRIBED PROPERTY.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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.

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.

No monetary consideration paid

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 21st day of December, 2004.

BY: Kevin S. Wave
Title: President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

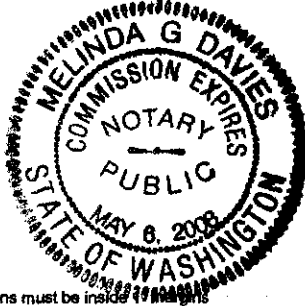
JAN 10 2005

Amount Paid \$
By Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON)
COUNTY OF) ss

On this 21st day of December, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin S. Wave, to me known to be the person who signed as President of **PORT OF SKAGIT COUNTY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **PORT OF SKAGIT COUNTY** for the uses and purposes therein mentioned; and on oath stated that Kevin was authorized to execute the said instrument on behalf of said **PORT OF SKAGIT COUNTY**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Notary seal, text and all notations must be inside

Melinda G. Davies
(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Burlington

My Appointment Expires: 5/6/08

