



200712260048
Skagit County Auditor

12/26/2007 Page 1 of 2 11:35AM

RETURN ADDRESS:

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

ACCOMMODATION RECORDING ONLY

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

M9131-5

GRANTOR: **HERD, TIM & SHIRLEY**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Tr 4 SP 17-82 in SW¼ 12-35-10**
ASSESSOR'S PROPERTY TAX PARCEL: **P45175/351012-3-001-0303**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **TIM C. HERD and SHIRLEY M. HERD, 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 Skagit County, Washington:

TRACT 4 OF SKAGIT COUNTY SHORT PLAT NO. 17-82, AS APPROVED JULY 18, 1983, AND RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 73, UNDER AUDITOR'S FILE NO. 8307220001, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST W.M.

EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE CITY OF SEATTLE RAILROAD RIGHT-OF-WAY AS CONDEMNED UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 9510.

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.

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.

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

UG Electric 11/1998
67293/105050734
SW 12-35-10

No monetary consideration paid

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 13th day of December, 2007.

BY: Tim C. Herd
TIM C. HERD

BY: Shirley M. Herd
SHIRLEY M. HERD

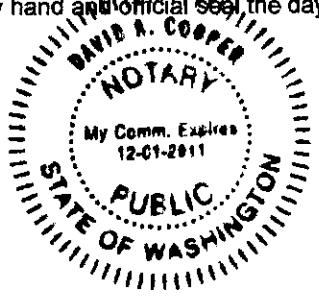
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 26 2007

Amount Due: \$
Skagit Co. Tax: \$
By: [Signature]

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 13 day of December, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TIM C. HERD and SHIRLEY M. HERD**, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed. IN WITNESS WHEREOF I have hereunto set my hand and official seal, the day and year first above written.



David A. Cooper
(Signature of Notary)
DAVID A. COOPER
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Scapa-Woolley
My Appointment Expires: 12-1-2011

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



200712260048
Skagit County Auditor