



200803180089

Skagit County Auditor

3/18/2008 Page

1 of

3 1:40PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

GRANTOR: AIKEN, MICHAEL

GRANTEE: PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Portion SW¼ 4-33-4

ASSESSOR'S PROPERTY TAX PARCEL: 330404-3-014-0100/P99837; 330404-3-011-00004/P16313

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MICHAEL P. AIKEN** ("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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

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 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

UG Electric 11/1998
NW 9-33-4
105051947/068229

No monetary consideration paid

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 13 day of March, 2008.

BY:

Michael P. Aiken
MICHAEL P. AIKEN

STATE OF WASHINGTON)

) ss

COUNTY OF)

On this 13 day of March, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL P. AIKEN**, 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.

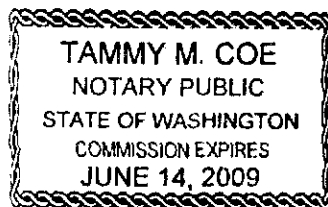
Tammy M. Coe
(Signature of Notary)

Tammy M. Coe
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Arlington

My Appointment Expires: 6/14/2009

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



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 18 2008

Amount Paid \$ 0
Skagit Co. Treasurer
By Sp Deputy



Skagit County Auditor

EXHIBIT "A"

PARCEL "H":

The South 495.7 feet of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 33 North, Range 4 East, W.M.,

EXCEPT the rights of Skagit County established by documents recorded July 14, 1939 and August 4, 1939 as Auditor's File Nos. 315059 and 315687, respectively,

TOGETHER WITH non-exclusive easements for ingress and egress, roadway and utilities, over, under and upon those certain tracts described as follows:

1.) That certain "Easement for road and utilities" described in instrument recorded under Skagit County Auditor's File No. 693507.

2.) A 60 foot strip of land in said West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, the centerline of which is described as follows:

Beginning at the Southwest corner of a tract described in deed of trust recorded May 27, 1992 under Auditor's File No. 9205270032; thence North $2^{\circ}57'41''$ West 95.00 feet along the West line of said tract to the true point of beginning of said centerline; thence North $59^{\circ}23'59''$ West 235.41 feet; thence North $22^{\circ}16'00''$ West 135.02 feet; thence North $37^{\circ}41'27''$ West 245.55 feet to the South line of the North 330 feet to that portion of the Southwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 4 and the terminus of said centerline. (The sidelines of said 60 foot strip are to be extended or shortened to coincide with the subdivision line or tract line.)

3.) That portion of Tract 1 of Short Plat No. 151-79, approved November 18, 1980 and recorded November 18, 1980 in Volume 5 of Short Plats, page 2, under Auditor's File No. 8011180061 records of Skagit County, Washington, described as follows:

Beginning at the Northeast corner of said Tract 1; thence South $3^{\circ}12'06''$ East 80.23 feet along the East line of said Tract 1 to the South line of the North 80 feet of said Tract 1 and the true point of beginning; thence North $88^{\circ}52'33''$ West 77.00 feet along said South line; thence South $37^{\circ}41'27''$ East to said East line of Tract 1; thence North $3^{\circ}12'06''$ West along said East line to the true point of beginning.

A strip of land 60 feet in width, the Easterly line of said strip being described as follows:

Beginning at the Southwest corner of a tract described in Deed of Trust recorded May 27, 1992 under Auditor's File No. 9205270032; thence North $2^{\circ}57'41''$ West 95 feet and the end of said line.

PARCEL "J":

Tract 3 of Skagit County Short Plat No. 151-79, approved November 18, 1980, recorded November 18, 1980 in Volume 5 of Short Plats, page 2, under Auditor's File No. 8011180061, and being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 33 North, Range 4 East, W.M.,

Situate in the County of Skagit, State of Washington.



200803180089

Skagit County Auditor