



200806020121

Skagit County Auditor

6/2/2008 Page

1 of

2 11:45AM

**RETURN ADDRESS:**

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: REISNER, THEODORE & BARBARA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Government Lot 4 in 11-34-1  
ASSESSOR'S PROPERTY TAX PARCEL: P19127/340111-0-019-0005

m 9188

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **THEODORE A. REISNER and BARBARA R. REISNER, 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:

**THAT PORTION OF GOVERNMENT LOT 4, IN SECTION 11, TOWNSHIP 34 NORTH, RANGE 1 EAST W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 4, 248.49 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°29'06" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, 309.37 FEET; THENCE NORTH 4°09' EAST PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 4, 646.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE ROSARIO ROAD; THENCE NORTH 57°45' WEST ALONG SAID ROAD SOUTHERLY RIGHT OF WAY LINE 350 FEET; THENCE SOUTH 4°09' WEST 830.93 FEET TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION OF SAID PREMISES, IF ANY, LYING EASTERLY OF THE WESTERLY LINE OF THOSE PREMISES CONVEYED TO ROBERT M. OHDE BY DEED DATED DECEMBER 4, 1958, FILED DECEMBER 22, 1958, UNDER AUDITOR'S FILE NO. 57441.**

**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 within the above described Property. Said strip to begin at an existing transformer and extend westerly to the West line of the above described Property. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**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.

UG Electric 11/1998  
63671/104/199297  
NE 11-34-1

*No monetary consideration paid.*

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 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 23rd day of May, 2008.

By Theodore A. Reisner  
THEODORE A. REISNER

By Barbara R. Reisner  
BARBARA R. REISNER

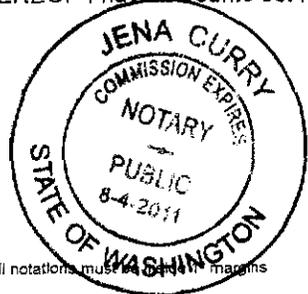
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 02 2008

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

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 23 day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THEODORE A. REISNER and BARBARA R. REISNER**, 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.



Jena Curry  
(Signature of Notary)  
Jena Curry  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham  
My Appointment Expires: 8-4-11

Notary seal, text and all notations must be in the margins



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