



200808250098

Skagit County Auditor

RETURN ADDRESS:

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

8/25/2008 Page 1 of 3 1:21PM

EASEMENT

GRANTOR: SKAGIT COUNTY FIRE PROTECTION DISTRICT #7
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 1 SP 49-89 in SE 22-33-6 (Portion Tr B Lake Cavanaugh Div No 1)
ASSESSOR'S PROPERTY TAX PARCEL: P66482/ 3937-006-036-0122

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SKAGIT COUNTY FIRE PROTECTION DISTRICT #7**, a municipal corporation, which entity acquired title as **Lake Cavanaugh Volunteer Fire District, Fire Protection District No. 7** ("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: **GUARDIAN NORTHWEST TITLE CO.**

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN. *119230-1*

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:

ACCOMMODATION RECORDING ONLY

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. Said centerline generally described as beginning at a point on the westerly boundary of the above described Property, said point being 190 feet northwesterly from the southerly corner of said tract as measured along the westerly line of the above described Property; thence northeasterly 15 feet, more or less to the terminus of said centerline. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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.

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
RW-069200/105052809
SE 22-33-6

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 12 day of August, 2008.

GRANTOR

BY: John C. Anderson

Title: Commissioner, SCFD #7

BY: Richard Crutchfield

Title: Commissioner, SCFD #7

STATE OF WASHINGTON

COUNTY OF _____)
) ss

By [Signature]
Title Commissioner, SCFD #7
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 25 2008

Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

On this 12th day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Anderson, Richard Crutchfield, Scott Lemke, to me known to be the person(s) who signed as Commissioners of **SKAGIT COUNTY FIRE PROTECTION DISTRICT #7**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of **SKAGIT COUNTY FIRE PROTECTION DISTRICT #7** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **SKAGIT COUNTY FIRE PROTECTION DISTRICT #7**.

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

WARREN G. OTTESON

STATE OF WASHINGTON

NOTARY PUBLIC

Notary seal text and all notations must be inside margins
MY COMMISSION EXPIRES 10-20-08

[Signature]
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mountain View, WA 98274
My Appointment Expires: 10/20/08



200808250098
Skagit County Auditor

EXHIBIT "A"

Lot 1 of Short Plat Number 49-89 recorded under Auditor's File No. 9001220041, being a portion of Tract B, Lake Cavanaugh Subdivision – Division No. 1 in the Southeast Quarter of the Section 22, Township 33 North, Range 6 East W.M., more particularly described as follows:

Commencing at the east $\frac{1}{4}$ corner of said Section 22 being the northeast corner of said Tract B; thence North $89^{\circ}45'12''$ West along the north line of said Tract B a distance of 1077.03 feet to the northeast corner of said Lot 1 and the true point of beginning; thence South $26^{\circ}50'52''$ West a distance of 298.57 feet; thence South $70^{\circ}02'10''$ West a distance of 78.16 feet, more or less, to the northeasterly right-of way line of the North Shore Drive; thence North $38^{\circ}55'19''$ West a along said northeasterly right-of-way, a distance of 199.46 feet; thence, continue along said right-of-way North $53^{\circ}30'19''$ West a distance of 235.63 feet to the northwest corner of said Tract B; thence South $89^{\circ}45'12''$ East along the north line of said Tract B a distance of 523.05 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



200808250098

Skagit County Auditor