

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



200810270090
Skagit County Auditor

10/27/2008 Page 1 of 2 11:16AM

EASEMENT

GRANTOR: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 9 in 29-35-5
ASSESSOR'S PROPERTY TAX PARCEL: P40344/350529-0-013-0006

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

M9253

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, a municipal corporation** ("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 9 IN SECTION 29, TOWNSHIP 35 NORTH, RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BANK OF THE SKAGIT RIVER, SAID POINT BEING LOCATED 225 FEET WEST OF THE EAST LINE OF SAID GOVERNMENT LOT 9; THENCE SOUTH 495 FEET; THENCE WEST 264 FEET; THENCE NORTH TO THE BANK OF THE SKAGIT RIVER; THENCE EAST ALONG SAID RIVER TO THE POINT OF BEGINNING.

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 – generally located on the southerly boundary 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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 use the easement area to construct, operate, maintain, repair, replace, improve, and/or remove, one or more utility systems for purposes of transmission, distribution and/or 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 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. Grantor is under no obligation whatsoever to maintain, in any particular state or condition, the Easement Area or any property subject to the Easement Agreement.

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.

No monetary consideration paid

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of two (2) 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 not 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 the prior written consent of Grantor, which consent may not be unreasonably withheld or delayed. 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 OCTOBER 2008.

GRANTOR

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

By: Al Littlefield
Al Littlefield, Commission President

By: James Cook
Jim Cook, Commission Vice President

By: Robbie Robertson
Robbie Robertson, Commission Secretary

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 27 2008

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

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Al Littlefield, Jim Cook and Robbie Robertson personally appeared before me and are known to me to be the **President, Vice President and Secretary**, respectively, of **Public Utility District No. 1 of Skagit County**, a Municipal Corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Date: 10/21/08

Kim A. Carpenter
Notary Public in and for the State of WASHINGTON
My appointment expires: 08/09/09

