



200908170166
Skagit County Auditor

8/17/2009 Page

1 of

3 3:24PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lot 37 Amended Airport BSP
ASSESSOR'S PROPERTY TAX PARCEL: P115617/8012-000-039-0100

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
m4358

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PORT OF SKAGIT COUNTY**, a Washington public port district formed pursuant to Title 53 RCW ("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:

LOT 37, "AMENDED SKAGIT REGIONAL AIRPORT BINDING SITE PLAN, PHASE 1," AS COMBINED AND AGGREGATED BY INSTRUMENT RECORDED MARCH 24, 2009, UNDER AUDITOR'S FILE NO. 200903240076, AND AS PER PLAT RECORDED MARCH 4, 2003 UNDER AUDITOR'S FILE NO. 200303040030, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 as shown on Exhibit "A" as hereto attached and by reference incorporated herein. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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-073363/105058555
SE 34-35-3

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 11 day of August, 2009.

GRANTOR:
PORT OF SKAGIT COUNTY

BY: Glenn Allen
JERRY KAUFMAN, Commission President
GLENN ALLEN

BY: Jerry Kaufman
KEVIN WARE, Commission Secretary
JERRY KAUFMAN
STATE OF WASHINGTON)

COUNTY OF _____) ss

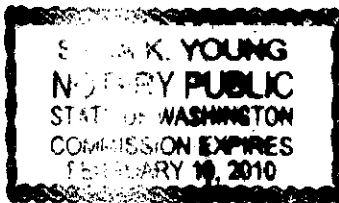
Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 17 2009

Amount Paid \$10
Skagit Co. Treasurer
By Unan Deputy

On this 11 day of August, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JERRY KAUFMAN** and **KEVIN WARE**, to me known to be the **COMMISSION PRESIDENT** and **COMMISSION SECRETARY**, respectively of the **PORT OF SKAGIT COUNTY**, a Washington public port district formed pursuant to Title 53 RCW, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

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



Sara Young
(Signature of Notary)
SARA YOUNG
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at 111 Vernon, WA

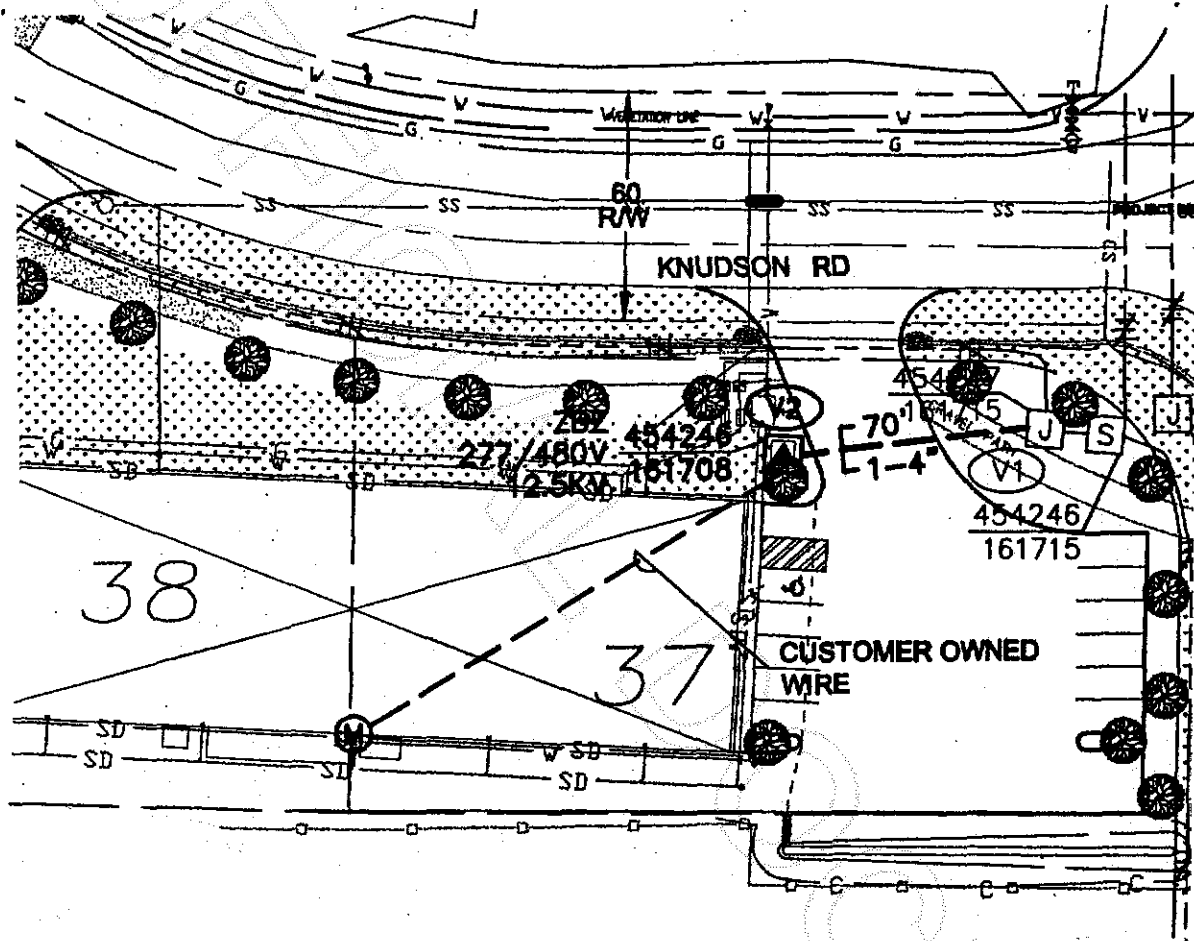
My Appointment Expires: 2/19/10

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



200908170166
Skagit County Auditor

EXHIBIT "A"



Situate in the County of Skagit, State of Washington.



200908170166
Skagit County Auditor