



200908310128

Skagit County Auditor

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**RETURN ADDRESS:**

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: JOHNSON-BASYE FARM LIMITED PARTNERSHIP

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Portion NE $\frac{1}{4}$  34-34-3

ACCOMMODATION RECORDING ONLY

ASSESSOR'S PROPERTY TAX PARCEL: P23122/340334-1-004-0001

m4363

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JOHNSON-BASYE FARM LIMITED PARTNERSHIP**, a Washington limited partnership ("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:

**THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34,  
TOWNSHIP 34 NORTH, RANGE 3 EAST W.M.;  
EXCEPT DITCH AND DRAINAGE DITCH RIGHTS OF WAY;  
AND EXCEPT ROAD.**

**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:

**THE EAST 10 FEET OF THE NORTH 123 FEET OF THE ABOVE DESCRIBED PROPERTY  
AS FURTHER SET OUT IN EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED  
HEREIN.**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve and remove one utility system for purposes of transmission, distribution and sale of electricity. Such system is limited to overhead facilities associated with one pole and anchor as shown on Exhibit A and includes electric transmission and distribution lines and fiber optic cable and other lines, cables and facilities for internal Puget Sound Energy communications.

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. Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and

Electric Overhang Easement (2/2003)  
RW-072376/101054821  
NE 34-34-3

make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. 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.

**5. 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.

**6. 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. Grantee shall record an appropriate release upon request 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.

**7. 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 24th day of June, 2009.

GRANTOR:

JOHNSON-BASYE FARM LIMITED PARTNERSHIP

BY:

George Basye

GEORGE BASYE - GENERAL PARTNER

BY:

Mary Alice Basye

MARY ALICE BASYE - GENERAL PARTNER

2575  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 21 2009

Amount Paid \$ 18.18  
Skagit Co. Treasurer  
By JP Deputy

STATE OF WASHINGTON )

COUNTY OF SKAGIT )

) SS

On this 24th day of JUNE, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GEORGE BASYE & MARY ALICE BASYE, to me known to be the person who signed as GENERAL PARTNERS of JOHNSON-BASYE FARM LIMITED PARTNERSHIP, general/limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of JOHNSON-BASYE FARM LIMITED PARTNERSHIP for the uses and purposes therein mentioned; and on oath stated that they <sup>WERE</sup> ~~was~~ authorized to execute the said instrument on behalf of said JOHNSON-BASYE FARM LIMITED PARTNERSHIP.

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

(Signature of Notary)

PATRICIA SNEERINGER

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at Mount Vernon  
My Appointment Expires: 9/21/2009

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

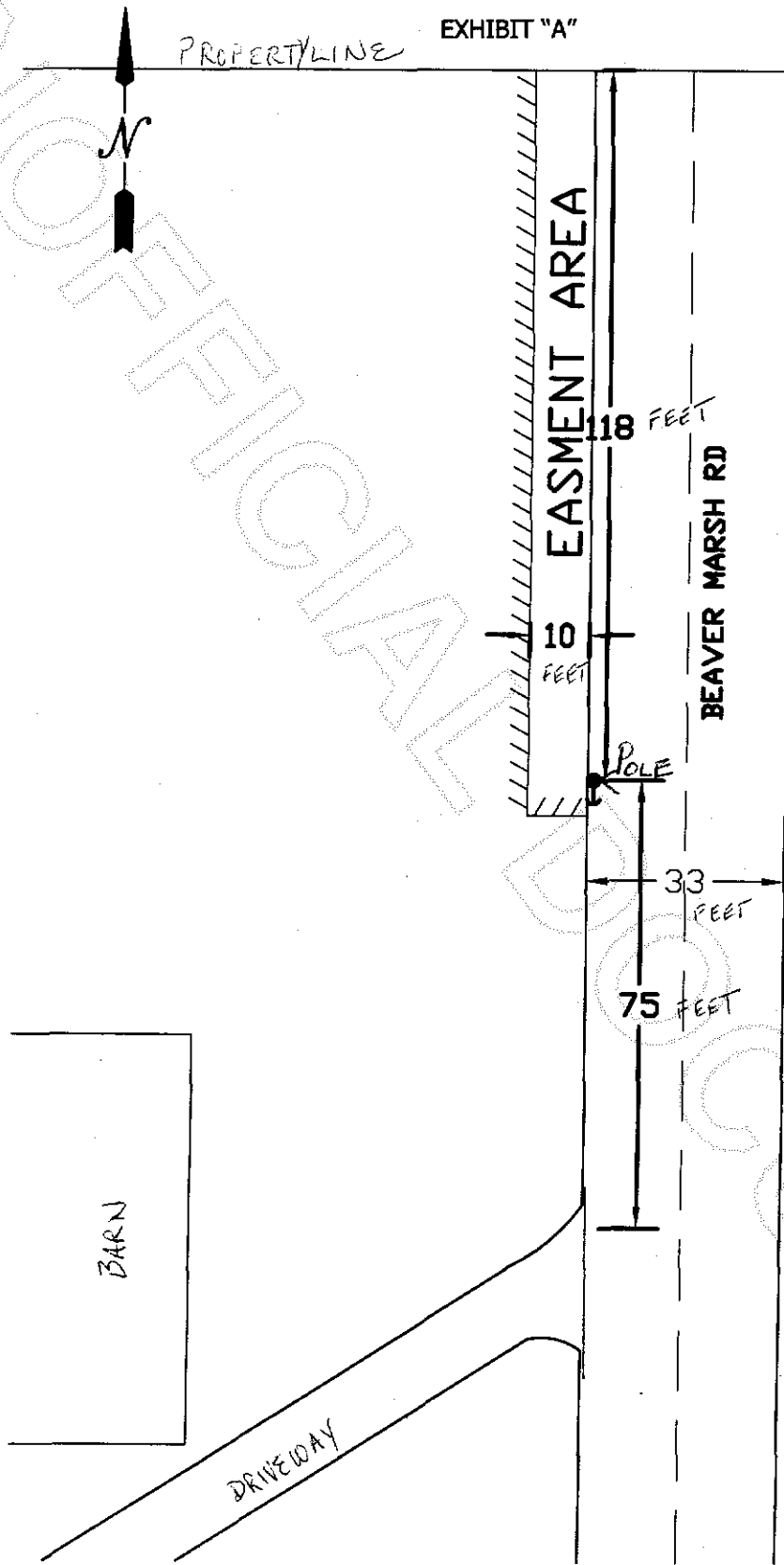


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Situate in the County of Skagit, State of Washington.



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