

Skagit County Auditor

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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.

M9475 GUARDIAN NORTHWEST TITLE CO.

SHORT LEGAL: Portion Government Lot 11 in 8-34-4

ASSESSOR'S PROPERTY TAX PARCEL: P115617/8012-000-039-0100 P1/3368/340468-0-019-0100

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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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

> SEE EXHIBITS "B1" AND "B2" 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, remove, and enlarge for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

> Overhead Electric. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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. 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 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

UG Electric 11/1998
RW 073363/105058555
RW 062076 / 105043422
SE-34-35-3 5W 8-34-4

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; 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 day of	, 2010.
GRANTOR: PORT OF SKAGIT COUNTY	
BY C W —	
Name: Kevin Ware Title: president	
BY: Wiff	
Name: Bill Shuler Title: Secretary	
STATE OF WASHINGTON) ss	
COUNTY OF SKAGIT)	lia in and for the Ctata
On this day of day of 2009, before me, the undersigned, a Notary Put of Washington, duly commissioned and sworn, personally appeared Kevin ware to be the sound to be the	to to tespectively of
the PORT OF SKAGIT COUNTY, a Washington public port district formed pursuant to Title 53 R executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act a for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the sa	nd deed of said entity.
	/

IN WITNESS WHEREOFIL have hereunto set my hand and official seal the clay and year first above written.



(Signature of Notary)

Chorah (Print or stamp name of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at

My Appointment Expires: 10 - 23-10

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



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EXHIBIT "A"

The East 100 feet of the West 1/2 of Government Lot 11, Section 8, Township 34 North, Range 4 East, W.M.

EXCEPT the North 570 feet thereof, and

EXCEPT those portions conveyed to Skagit County by deeds recorded April 4, 1922 and September 27, 1932, under Auditor's File Nos. 155488 and 252960, respectively, and

EXCEPT that portion taken by Diking District No. 12 in Skagit County; Superior Court Cause No. 3113, and

EXCEPT that portion conveyed to Diking District No. 12 by deed recorded December 16, 1935 under Auditor's File No. 274880, and

EXCEPT that portion conveyed to the State of Washington by deed recorded September 10, 1937, under Auditor's File No. 294265.

ALSO, EXCEPT that portion of the West 1/2 of Government Lot 11, Section 8, Township 34 North, Range 4 East, W.M., lying Southerly of the following described line:

Beginning at the Northwest corner of said Government Lot 11 (West 1/4 corner of said Section 8) from which the Southwest corner of said Section 8 bears South 0° 54'05" East:

thence South 88°38'05" East 660.58 feet along the North line of said West 1/2 of Government Lot 11 to the Northeast corner thereof;

thence South 1°13'34" East 1,053.30 feet along the East line of the West 1/2 of said Government Lot 11 to the true point of beginning of said line;

thence South 75°22'12" West 673.02 feet to the West line of said Government Lot 11 and the terminus of this line description.

Situate in the County of Skagit, State of Washington.

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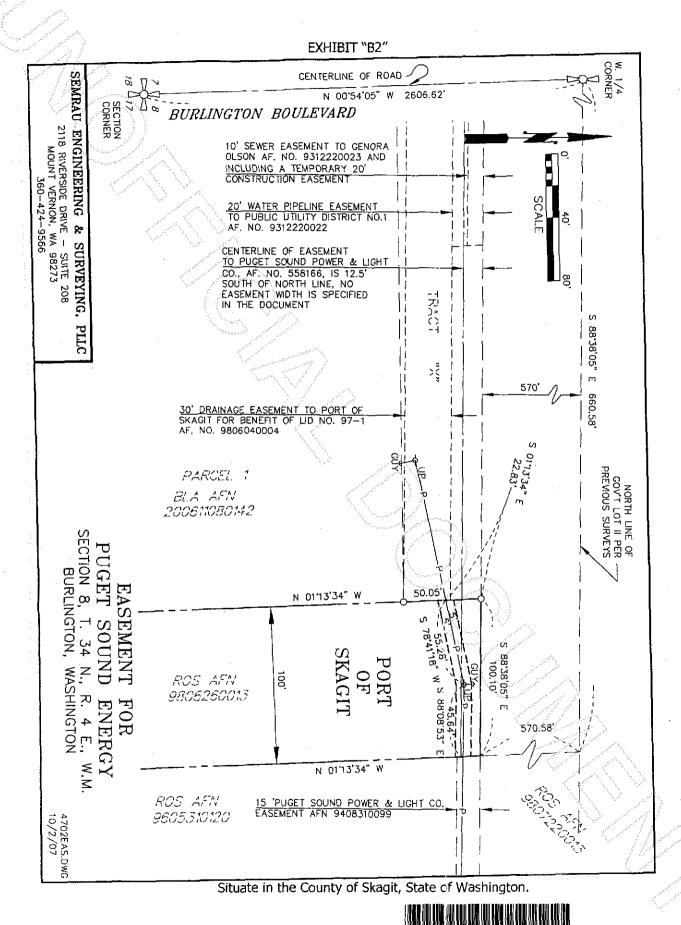
FXHIBIT "B1"

PSE Easement over Port Of Skagit Property Portion of Government Lot 11, Section 8-34-4, Burlington, Washington.

A strip of land ten (10) feet in width with five (5) feet on each side of the following described centerline of grantee's facilities as now constructed lying within the above described parcel, said centerline being described as follows: Beginning at the Northwest corner of the above described parcel; thence South 01°13'34" East 22.83 feet along the West line on the above described parcel to said centerline and the TRUE POINT OF BEGINNING of said centerline description; thence North 78°41'18" East 55.28 feet to an existing utility pole; thence South 88°08'53" East 45.64 feet to the East line of the above described parcel and the terminus of said centerline description.

Situate in the County of Skagit, State of Washington.





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