



201105050077

Skagit County Auditor

5/5/2011 Page 1 of 4 3:45PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO BOX 90868 EST-06W
BELLEVUE, WA 98009
K. MCGILL

EASEMENT

REFERENCE #: 101047167
GRANTOR: PORT OF SKAGIT COUNTY
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: NW1/4W/S33, T35N, R3E (part of)
ASSESSOR'S PROPERTY TAX PARCEL: 350333-2-005-0100

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

1316
MAY 05 2011

Amount Paid \$0
Skagit Co. Treasurer
By *WLM* Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PORT OF SKAGIT COUNTY, A WASHINGTON 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, along, across and through the following described real property ("Property" herein) in **SKAGIT County, Washington**:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

LOT 1, SHORT PLAT NO. 93-070, APPROVED OCTOBER 27, 1993, RECORDED OCTOBER 28, 1993, UNDER AUDITOR'S FILE NO. 9310280082, 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:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION TO A POINT ON THE WEST PROPERTY LINE APPROXIMATELY 530 FEET SOUTH OF THE NORTHWEST PROPERTY CORNER AND THE TERMINUS OF THIS LINE DESCRIPTION;

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION 80 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY TO A POINT ON THE WEST PROPERTY LINE AND THE TERMINUS OF THIS LINE DESCRIPTION; AND,

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION 330 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY A DISTANCE OF 15 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION;

MORE PARTICULARLY DESCRIBED AS THE DARKENED AREA ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. 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 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. **Site Restoration:** All work performed by Grantee on Grantor's property as the result of rights provided by this easement shall be performed in such a manner as to avoid damage to Grantor's property. All work areas shall be promptly restored to their pre-existing condition following construction or maintenance activities within the Easement Area. Exposed soils shall be reseeded and work areas shall be cleared of all excess materials and debris following completion of the work.

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. **Environmental Compliance:** All work performed by Grantee or Grantee's contractor(s) on Grantor's property as the result of rights provided by this easement shall be performed in compliance with all environmental laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, now in existence or hereafter promulgated, applicable to the Grantor's use of the Easement Area, including the construction of any improvements thereon. Grantee shall fully indemnify and hold harmless Grantor from any cost, claim, penalty or attorney fee incurred by Grantor due to any failure by Grantee or its contractor(s) to meet this obligation. The venue for any lawsuit between the parties is exclusively in Skagit County Superior Court. The prevailing party in any such action shall receive an award of its reasonable costs and attorney fees, including those incurred on appeal.

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.

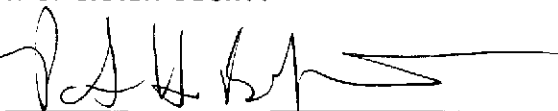
Preservation of Navigable Airspace. All facilities to be located within the Easement Area shall be limited to a maximum elevation that is below the imaginary surfaces established under the Code of Federal Regulations, Title 14, Part 77, Subparts 77.19, 77.21, or 77.23 for the protection of take off and landing areas at Skagit Regional Airport, as defined at the time of construction.

DATED this 23rd day of March, 2011.

GRANTOR:

PORT OF SKAGIT COUNTY

BY:


Patricia H. Botsford-Martin
Executive Director

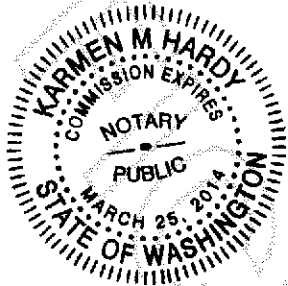
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

On this 23rd day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia H. Botsford-Martin to me known to be the person(s) who signed as Executive Director of the Port of Skagit County and executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of the Port of Skagit County for the uses and purposes therein mentioned; and on oath stated that she is authorized to execute the said instruction on behalf of said Port of Skagit County.

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

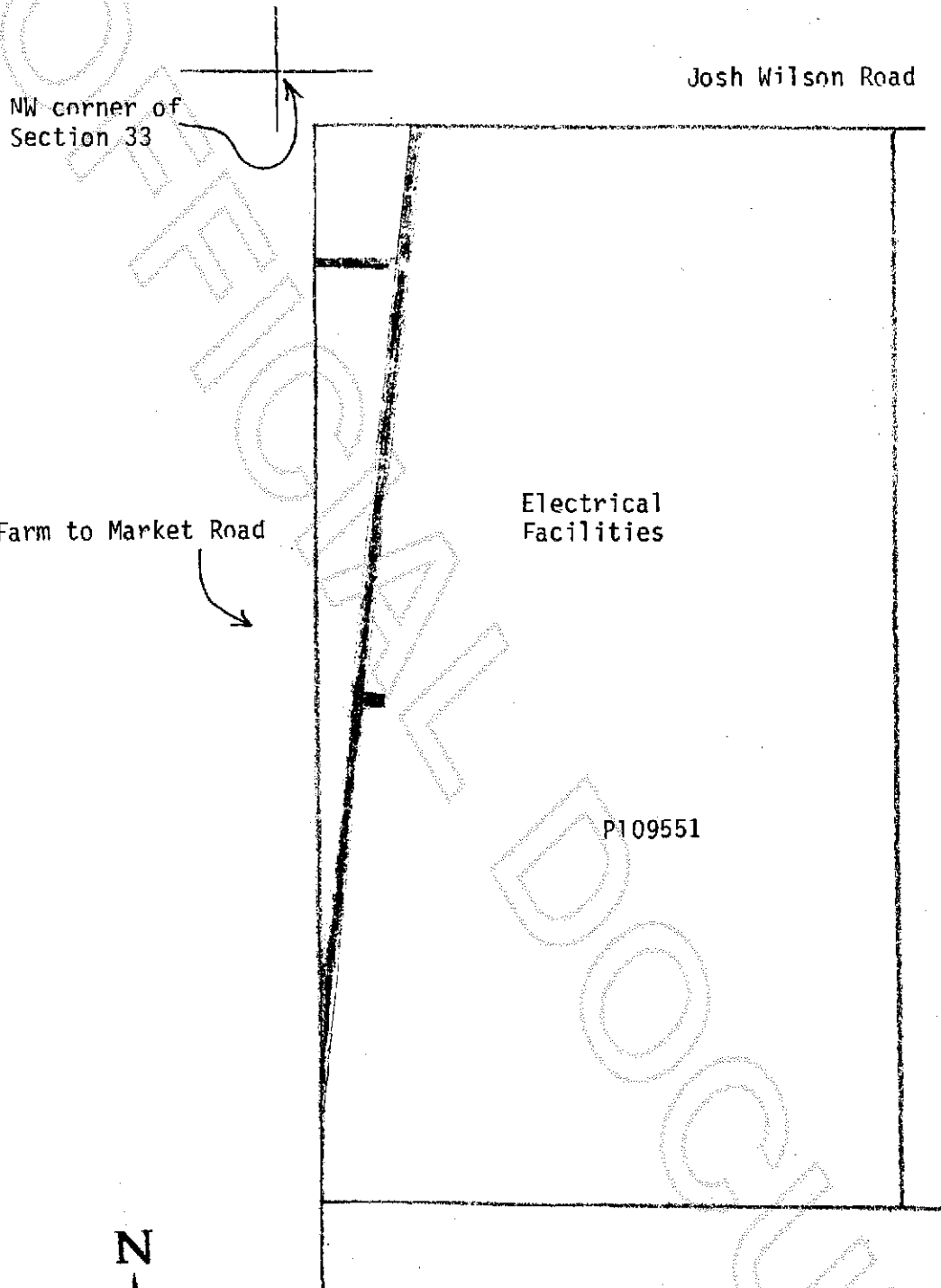


Karmen M. Hardy
(Signature of Notary)

Karmen M. Hardy
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My Appointment Expires: 3/25/14



EXHIBIT "A"



Scale: 1" = 100'

Township 35 North Range 3 East
Section 33: part of the NW 1/4
Name: Port of Skagit County

Puget Sound Energy

Drawn
CKC

Date
3/23/11

Approved

Drawing



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Skagit County Auditor