

RETURN ADDRESS: Puget Sound Energy, Inc. Attn: R/W Department

1660 Park Lane

Burlington, WA 98233

Skagit County Auditor 7/10/2013 Page

\$75.00

1:31PM

EASEMENT

GRANTOR:

BAIRD, DANNY & PAMELA and RUSSELL, DANIELLE & MICHAEL

GRANTEE:

PUGET SOUND ENERGY, INC.

GUARDIAN NORTHWEST TITLÉ CO.

SHORT LEGAL: Lot 3 SP 93-044 in Southeast Quarter 6-33-5 ASSESSOR'S PROPERTY TAX PARCEL: P107635/330506-0-005-0500

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, DANNY A. BAIRD and PAMELA M. BAIRD, husband and wife and MICHAEL R. RUSSELL and DANIELLE RUSSELL, husband and wife, as their interests may appear, 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 3, SKAGIT COUNTY SHORT PLAT NO. 93-044, approved June 15, 1995, and recorded June 22, 1995, in Volume 11 of Short Plats, page 223, under Auditor's File Number 9506220003, records of Skagit County, Washington; being a portion of the Southeast Quarter of Section 6, Township 33 North, Range 5 E.W.M.

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 – said centerline generally located as shown on EXHIBIT "A" as hereto attached and by reference incorporated herein.

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 groundmounted 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.
- 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.

UG Electric 11/1998
RW-084791/500070730 No monetary consideration paid
SE 6-33-5

all of its rights, benefits, privileges and interests arise the foregoing, the rights and obligations of the	all have the right to assign, apportion or otherwise transfer any or sing in and under this easement. Without limiting the generality of parties shall inure to the benefit of and be binding upon their			
DATED this day of	, 2013.			
GRANTOR:				
DANNY A. BAIRD				
DAINI A. BAIRD				
BY: PAMERA/M./BAIRD/				
#/ {{//////////////////////////////////	SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX			
MICHAEUR, RUSSELL	lasiment			
5000	JUL 1 0 2013			
DANIELLE RUSSELL	Amount Paid \$ Skagit Co. Treasurer			
DANIELLE RUSSEEL	By mem Deputy			
STATE OF WASHINGTON)				
COUNTY OF) SS				
On this 27 day of Just	, 2013, before me, a Notary Public in and for the State			
individual(s) who executed the within and foregoing				
	r the uses and purposes therein mentioned. fixed the day and year in this certificate first above written.			
(*************************************	1			
WILLIAM W. KETCHESIDE	(Signature of Notary) William W. KETCHESIDE			
NOTARY PUBLIC STATE OF WASHINGTON	writing w. Ketcheside			
COMMISSION EXPIRES	(Print_or stamp name of Notary)			
MAY 19, 2015 SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS	NOTARY PUBLIC in and for the State of Washington, residing at MOUJT VCLION			
STATE OF WASHINGTON)	My Appointment Expires: 5-19-2015			
) SS COUNTY OF)				
On this 27 day of Joue	, 2013, before me, a Notary Public in and for the State			
of Washington, duly commissioned and sworn, personally appeared PAMELA M. BAIRD, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.				
(8688665555555555555)	150 · 15 & t.1 ·			
WILLIAM W. KETCHESIDE	(Signature of Notary)			
NOTARY PUBLIC STATE OF WASHINGTON	(Signature of Notary) William W. Kercheside			
COMMISSION EXPIRES MAY 19, 2015	(Print or stamp name of Notary) NOTARY PUBLIC in and for the State of			
<i>Verenezezezezezezezezezezezezezezezezezez</i>	Washington, residing at Mass Togasan My Appointment Expires: 5-19-15			
STATE OF WASHINGTON)	my Appointment Express. 3 1/1 / 20			
) SS COUNTY OF				
On this 27 day of June				
On this day of, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICHAEL R. RUSSELL, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.				
	William W. Ketcheric			
[5566666 66666666]	(Signature of Notary) (William W. Kercheside			
WILLIAM W. KETCHESIDE	William W. Kercheside			

WILLIAM W. KETCHESIDE

NOTARY PUBLIC

STATE OF WASHINGTON

COMMISSION EXPIRES

MAY 19, 2015

(Signature of Notary)

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mour Venuar

My Appointment Expires: 5-14-15



STATE OF WAS	HINGTO	N)		
) SS		
COUNTY OF		ý		
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On this	<u> </u>	_ day of _	Juse	, 2013, before me, a Notary Public in and for the State
of Washington, o	July comi	nissioned	and sworn, pers	onally appeared DANIELLE RUSSELL, to me known to be the
				instrument, and acknowledged that he signed the same as his
				rposes therein mentioned.
				xed the day and year in this certificate first above written

(Signature of Notary)

W.

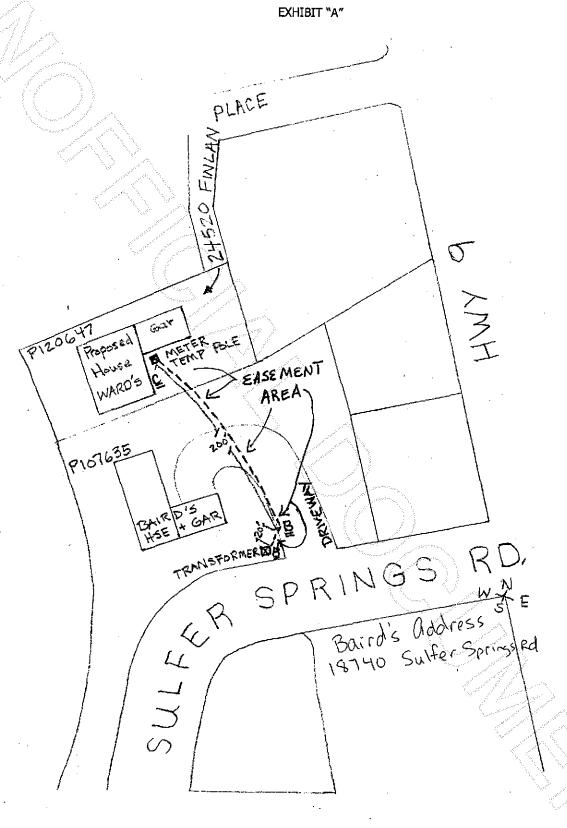
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at MOUNT VERNOR My Appointment Expires: 5-19-15

WILIAM W. KETCHESIDE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 19, 2015

Notary seal text and all aniptions must be inside 1" marries





Situate in the County of Skagit, State of Washington.



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