

**RETURN ADDRESS:**

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



200808250100

Skagit County Auditor

8/25/2008 Page

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3 1:21PM

**EASEMENT**

GRANTOR: **RUSSELL, STEPHEN**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Government Lot 5 6-34-4**  
ASSESSOR'S PROPERTY TAX PARCEL: **P23636/340406-0-034-0018**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **STEPHEN R. RUSSELL, a married man as his separate property** ("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:

**GUARDIAN NORTHWEST TITLE CO.**

*119230-3*

**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**

**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 described as beginning at a point on the east line of Pulver Road, said point being 330 feet, more or less, south of the northwest corner of the above described Property; thence easterly 35 feet, more or less. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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 continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

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RW-070248/101050926  
NW 6-34-4

*No monetary consideration paid*

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 4 day of August, 2008.

GRANTOR:

BY: Stephen R Russell SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
STEPHEN R. RUSSELL

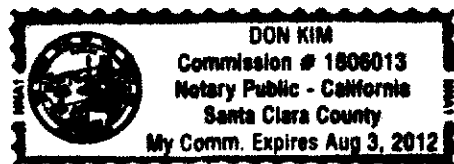
AUG 25 2008

CALIFORNIA  
STATE OF WASHINGTON )  
COUNTY OF SANTA CLARA ) SS

Amount Paid \$  
By Skagit Co. Treasurer  
Deputy

CALIFORNIA On this 14<sup>th</sup> day of AUGUST, 2008, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEPHEN 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.



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Washington, residing at SAN JOSE  
My Appointment Expires: AUGUST 3, 2012

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



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Skagit County Auditor

EXHIBIT "A"

That portion of Government Lot 5, Section 6, Township 34 North, Range 4 East W.M., Skagit Count, Washington, lying southerly of the right-of-way of the Burlington and Santa Fe Railroad Company as conveyed to the Seattle and Northern Railway Company by deed recorded May 4, 1891 in Volume 19 of Deeds, page 311 under Auditor's File No. 2860; EXCEPT that portion conveyed to Skagit County by deed recorded May 4, 1933 under Auditor's File No. 255996 in Volume 162 of Deeds, page 439; AND EXCEPT those portions conveyed to the State of Washington by deeds recorded September 5, 1997 and February 2, 2008 under Auditor's File Nos. 9709050021 and 200802070097; AND ALSO EXCEPT roads along the south and west lines thereof.

Situate in the County of Skagit, State of Washington.



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