

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273**



200505230146

Skagit County Auditor

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EASEMENT

FIRST AMERICAN TITLE CO.

M 8581 - 2

GRANTOR: **UPTOWNE CENTRE, L.L.C.**

GRANTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **Portion Lots 5 & 6, Block 9, GATES ADDITION TO MOUNT VERNON**

ASSESSOR'S PROPERTY TAX PARCEL: **P52063; P52065; P52066**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **UPTOWNE CENTRE, L.L.C., a Washington limited liability company** ("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:

LOTS 5 AND 6 AND THE WEST HALF OF LOTS 7 AND 8, BLOCK 9, "SUPPLEMENTAL PLAT OF GATES' 1ST AND 2ND ADDITIONS TO MOUNT VERNON, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 95(98), RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE WESTERLY 6 FEET THEREOF AS CONVEYED TO THE CITY OF MOUNT VERNON; ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200403110109.

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 - generally as shown on the attached Exhibit A.

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:

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.

OH Electric Easement 10/2003
101025913/52258
NE 19-34.4

No monetary consideration paid

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.

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 10th day of May, 2005.

GRANTOR:

UPTOWNE CENTRE, L.L.C.

BY: [Signature]

Title: [Signature]

LAWRENCE W. PIRKLE

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 23 2005

Amount Paid \$0
Skagit Co. Treasurer
By [Signature] Deputy

On this 10th day of MAY, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAWRENCE W. PIRKLE, to me known to be the person who signed as a member of **UPTOWNE CENTRE, L.L.C.**, the limited liability corporation 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 **UPTOWNE CENTRE, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **UPTOWNE CENTRE, L.L.C.**

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

[Signature]
(Signature of Notary)

PATRICIA R SNEERINGER
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon, WA 98273
My Appointment Expires 1/7/05

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



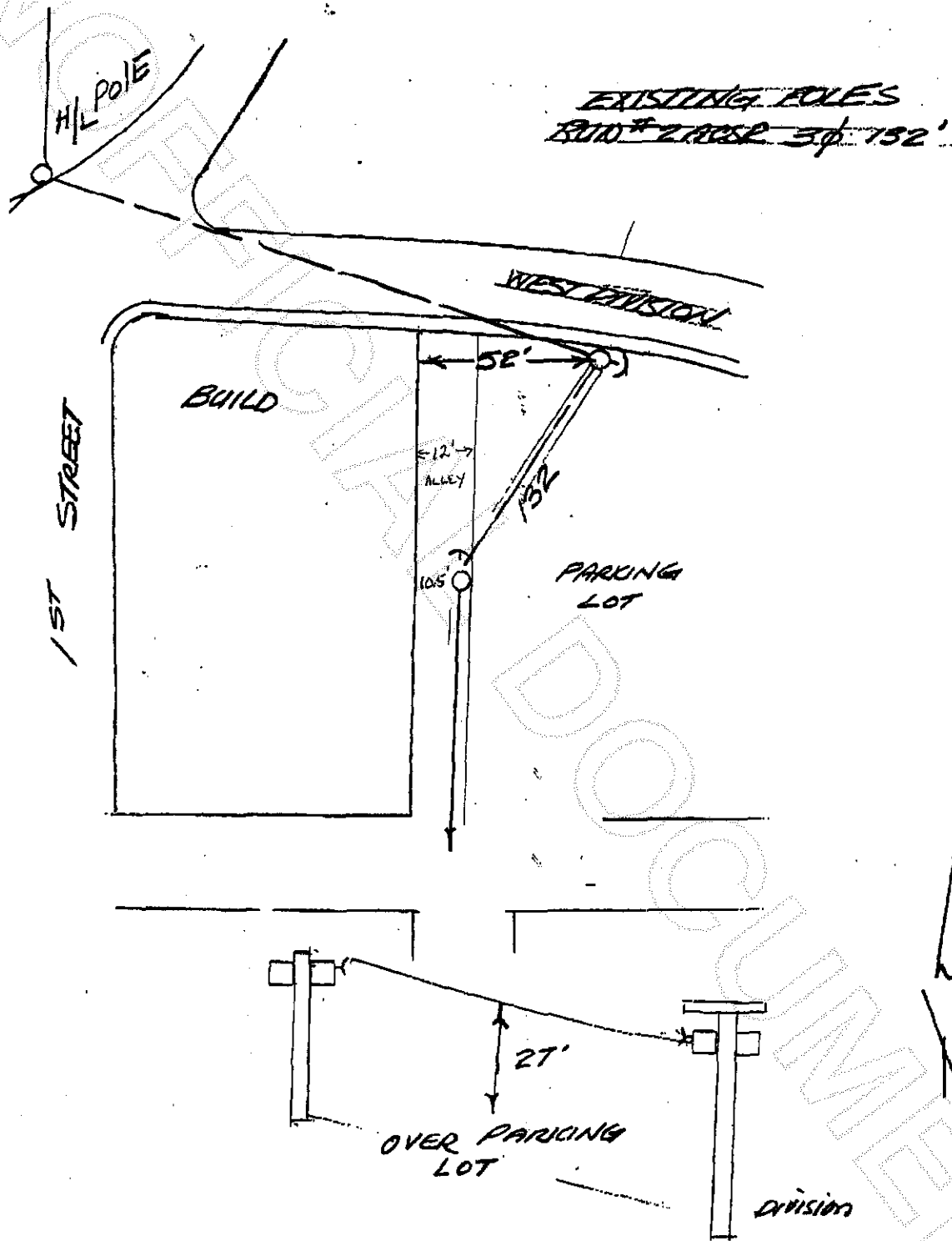
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EXHIBIT "A"



Situate in the County of Skagit, State of Washington.



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