



200509060166

Skagit County Auditor

9/6/2005 Page 1 of 3 1:42PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: R/W Department
1700 East College Way
Mount Vernon, WA 98273

EASEMENT

ACCOMMODATION RECORDING ONLY
FIRST AMERICAN TITLE CO.

m 8650-1

GRANTOR: **BIG SKY WEST, L.L.C.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion West Half 4-34-2**
ASSESSOR'S PROPERTY TAX PARCEL: **P19867; P19850; P112969; P19848**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BIG SKY WEST, 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, 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:

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 described as beginning at a point on an existing easement as recorded under Auditor's File No. 8503210032; thence Northeasterly to the Northerly line of the above described Property and the terminus of said centerline. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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.

UG Electric 11/1998
55968/105036232
SW 4-34-2

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 18th day of August, 2005.

GRANTOR
BIG SKY WEST, L.L.C.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: L.D. Nelson
Title: Owner/President

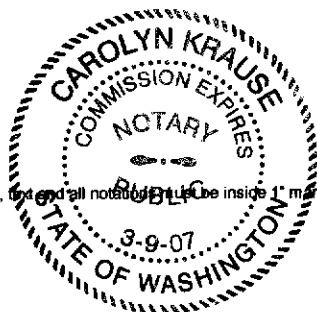
SEP 06 2005

Amount Paid \$ 0
Skagit Co. Treasurer
By sp Deputy

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this 18 day of August, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared L.D. NELSON to me known to be the person(s) who signed as L.D. NELSON of **BIG SKY WEST, 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 **BIG SKY WEST, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **BIG SKY WEST, L.L.C.**

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



Notary seal, text and all notary public use inside 1" margins

Carolyn Krause
(Signature of Notary)

Carolyn Krause
(Print or stamp name of Notary)

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

My Appointment Expires: 3-9-07



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Skagit County Auditor

EXHIBIT "A"

PARCEL A:

That portion of the West Half of the Section 4, Township 34 North, Range 2 East W.M., described as follows:

Beginning at a point 15 feet East of the West Quarter corner of Section 4, Township 34 North, Range 2 East W.M. (said premises being one East margin of March's Point Road); thence South 580.00 feet, more or less, to the North line of the County Road known as the Stevenson Road; thence East along the North line of said County Road, 125.00 feet; Thence North 795.00 feet, more or less, to the Southerly line of those premises condemned by the State of Washington for highway purposes by decree entered June 5, 1961, in Skagit County Superior Court Cause no. 26055; thence Westerly along the Southerly line of said highway to the East line of March's Point Road; thence South to the point of beginning;

EXCEPT the following described tract:

Commencing at the West Quarter corner of said Section 4; thence South 2°24'00" West along the West line of said Section, 55.50 feet; thence South 87°30'00" East 25 feet to the TRUE POINT OF BEGINNING (said point being on the East margin of March's Point Road); thence South 87°30'00" East 114.76 feet to the East line of that certain tract conveyed to George D. Sullivan et ux, by deed recorded July 16, 1947, under Auditor's File No. 406718, records of Skagit County, Washington; thence North 2°24'00" East along the East line of said Sullivan tract 158.58 feet to the Southerly line of those premises condemned by the State of Washington for highway purposes by decree entered June 5, 1961, in Skagit County Superior Court Cause no. 26055; thence Westerly along the Southerly line of said highway 119.20 feet to the East line of March's Point Road; thence South 1°55'45" West along said East margin 130.78 feet; thence continue along said East margin South 2°24'00" West 55.66 feet to the POINT OF BEGINNING.

PARCEL B:

A tract of land lying in the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 4, Township 34 North, Range 2 East W.M., described as follows:

Beginning at the West Quarter corner of said Section 4; thence South 1°2'00" West 55.50 feet; thence South 88°52'00" East 139.76 feet to the true point of beginning ; thence South 67°52'20" East approximately 308.27 feet, more or less, to a point 425 feet East of the West line of said Section 4; thence South parallel to the West line of said Section 4, to a point 340 feet South of the South line of State Highway right of way as conveyed to the State of Washington by deed dated January 25, 1961 under Auditor's File No. 604860, records of Skagit County, Washington; thence North 87°22'20" West 296.18 feet, more or less, to a point 140 feet East of the West line of said Section 4; thence North 1°02'00" East 281.42 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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