

**RETURN ADDRESS:**

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



200510100088

Skagit County Auditor

10/10/2005 Page

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3 11:24AM

**EASEMENT**

**ACCOMMODATION RECORDING ONLY**

FIRST AMERICAN TITLE CO.

M 8674 -1

GRANTOR: PANATTONI INVESTMENT, L.L.C. et al  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Lot 20, Hopper Road Business Park Second Revised Binding Site Plan  
ASSESSOR'S PROPERTY TAX PARCEL: P116593/8025-000-020-0000

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, PANANOTTI INVESTMENTS, LLC, a California limited liability company, BRYNESTAD FAMILY LLC, a Washington limited liability company, DIEPENBROCK WASHINGTON HOLDINGS, LLC, a Washington limited liability company and ADVANCED H2O LLC, a Delaware 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:

**LOT 20, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, AS RECORDED JUNE 28, 2005, UNDER AUDITOR'S FILE NO. 200506280192 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:

**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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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.

**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.

*No monetary consideration paid*

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 27<sup>th</sup> day of September, 2005.

GRANTOR  
**PANANOTTI INVESTMENTS, LLC**, a California limited liability company

BY: [Signature]  
**Carl D. Panattoni,**  
Trustee of the Panattoni Living Trust, dated April 8, 1998, Manager

**BRYNESTAD FAMILY LLC**, a Washington limited liability company

BY: [Signature]  
**Bart Brynestad,**  
Sole Member

**DIEPENBROCK WASHINGTON HOLDINGS, LLC**, a Washington limited liability company

BY: [Signature]  
**Michael E. Diepenbrock,**  
Trustee of the Diepenbrock Family Trust, established March 12, 1997, Sole Member

**ADVANCED H2O LLC**, a Delaware limited liability company

BY: [Signature]  
**Robert Abramowitz,**  
President and CEO

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
OCT 10 2005  
Amount Paid \$ 0  
By [Signature] Skagit Co. Treasurer  
MP Deputy

STATE OF California )  
COUNTY OF Sacramento ) ss

On this 2<sup>nd</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Carl D. Panattoni**, to me known to be the person(s) who signed as **Trustee of the Panattoni Living Trust, dated April 8, 1998, Manager of PANANOTTI INVESTMENTS, LLC**, 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 **PANANOTTI INVESTMENTS, LLC**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **PANANOTTI INVESTMENTS, LLC**.

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

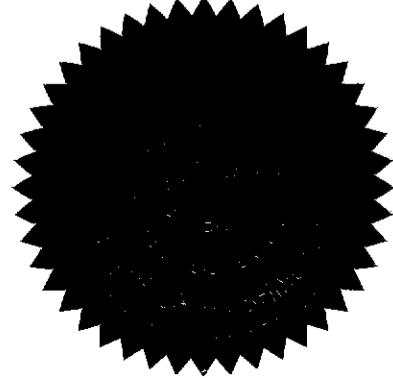


[Signature]  
(Signature of Notary)  
Katrina K. Woodbury  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, California,  
residing at Sacramento CA  
My Appointment Expires: June 7, 2007

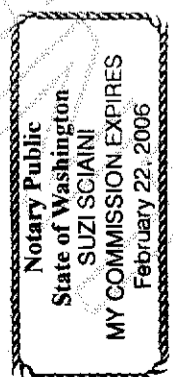
STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this 26<sup>th</sup> day of AUGUST, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Bart Brynestad**, to me known to be the person(s) who signed as **Sole Member of BRYNESTAD FAMILY LLC**, 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 **BRYNESTAD FAMILY LLC**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **BRYNESTAD FAMILY LLC**.

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



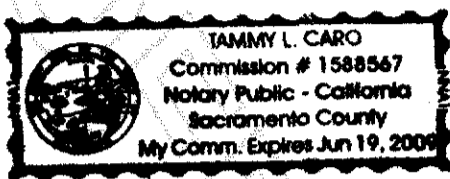
[Signature]  
(Signature of Notary)  
SUZIE SCIANI  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at SPAMMAMISH  
My Appointment Expires: 2/22/06



STATE OF California )  
COUNTY OF Sacramento ) ss

On this 2<sup>nd</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael E. Diepenbrock**, to me known to be the person(s) who signed as **Trustee of the Diepenbrock Family Trust, established March 12, 1997, Sole Member of DIEPENBROCK WASHINGTON HOLDINGS, LLC**, 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 **DIEPENBROCK WASHINGTON HOLDINGS, LLC**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **DIEPENBROCK WASHINGTON HOLDINGS, LLC**.

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



Tammy L. Caro  
(Signature of Notary)

Tammy L. Caro  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of California,  
residing at Sacramento, CA

My Appointment Expires: June 19, 2009

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Robert Abramowitz**, to me known to be the person(s) who signed as **President and CEO of ADVANCED H2O LLC**, 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 **ADVANCED H2O LLC**, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **ADVANCED H2O LLC**.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

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

My Appointment Expires: \_\_\_\_\_

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



200510100088  
Skagit County Auditor