



200708270135

Skagit County Auditor

8/27/2007 Page

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3 1:39PM

RETURN ADDRESS:

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

EASEMENT**GUARDIAN NORTHWEST TITLE CO.**

M9082-5

GRANTOR: **SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion SW¼ SE¼ 20-34-4 aka Lot C BLA 200702130060**
ASSESSOR'S PROPERTY TAX PARCEL: **P125894/3709-001-002-0146** **ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP**, a Washington limited liability partnership ("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. Said centerline is generally located in the Northeast corner of the above described Property. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 gas. Such system 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.

No monetary consideration paid

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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 11 day of July, 2007.

GRANTOR:
SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP

BY: John S. Halsey
John S. Halsey, M.D., Managing Partner

BY: Mark L. Johnson
Mark L. Johnson, M.D., Partner

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 27 2007

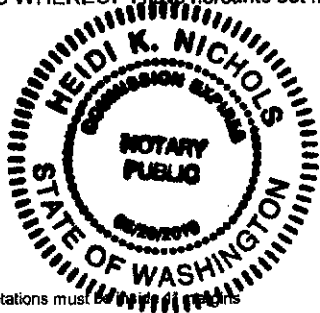
Amount Paid \$
Skagit Co. Treasurer
By Lp Deputy

STATE OF WASHINGTON)

COUNTY OF) ss

On this 11 day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John S. Halsey, M.D., and Mark L. Johnson, M.D., to me known to be the person(s) who signed as Managing Partner and Partner of SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP, LLC, the limited liability partnership 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 SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP, 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 SKAGIT VALLEY REAL ESTATE PARTNERSHIP, LLP, LLC.

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



Heidi K. Nichols
(Signature of Notary)
Heidi K. Nichols
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: May 20, 2010

Notary seal, text and all notations must be retained



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EXHIBIT "A"

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East W.M., described as follows:

Commencing at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter;

Thence North $89^{\circ}48'35''$ East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007;

Thence South $0^{\circ}22'16''$ East, along the line of the East face of the existing building and the same projected a distance of 114.84 feet to the true point of beginning;

Thence continue South $0^{\circ}22'16''$ East 19.61 feet, more or less, to the southeast corner of said building;

Thence South $89^{\circ}37'44''$ West, along the Southerly face of the existing building, a distance of 22.83 feet;

Thence $0^{\circ}13'17''$ East 125.39 feet, more or less, to the Northerly margin of Broadway Street;

Thence North $89^{\circ}46'43''$ East, along said margin, 125.58 feet to the West margin of South 15th Street;

Thence North $1^{\circ}09'02''$ West, along said line, 145.05 feet to a point which lies North $89^{\circ}47'39''$ East from the true point of beginning;

Thence South $89^{\circ}47'39''$ West 100.45 feet to the true point of beginning.

The basis of bearing for the above legal description is North $1^{\circ}06'35''$ West between the found South Quarter corner and the found accepted $1/16^{\text{th}}$ corner on Kincaid Street.

(Also known as Parcel C of Boundary Line Adjustment recorded February 13, 2007, under Auditor's File No. 200702130060, records of Skagit County, Washington)

Situate in the County of Skagit, State of Washington.



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