

After recording, return to:

Puget Sound Energy, Inc.
Attn: Property Management Department
P.O. Box 97034
Bellevue, WA 98009



200802270035
Skagit County Auditor

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WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): ELECTRIC EASEMENT
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a <input type="checkbox"/> Additional reference #s on page _____ of document(s)
GRANTOR(S) (Last name first, then first name and initials) Skagit County, a Washington municipal corporation <input type="checkbox"/> Additional names on page _____ of document
GRANTEE(S) (Last name first, then first name and initials) Puget Sound Energy, Inc., a Washington corporation <input type="checkbox"/> Additional names on page _____ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Lots 1-4 of "Parker Business Center" <input checked="" type="checkbox"/> Additional legal on Schedule A of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER P80360, P80361, P80362, P80363 and P100151 <input type="checkbox"/> Assessor Tax # not yet assigned

SKAGIT COUNTY
Contract # C20080143

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ELECTRIC EASEMENT

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, Skagit County, a Washington municipal corporation ("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:

AS DESCRIBED ON SCHEDULE "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

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:

Easement "A": A Right-of-Way 10 feet in width having 5 feet of such width on each side of a center line described as follows:

Beginning at the Northeast corner of the above described property, thence South 23° West to the southerly margin of the above noted property and the terminus of said centerline.

Easement "B": The northerly 10 feet of the above described property.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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. 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).

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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 three (3) 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 of Easement B shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement B 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 26th day of January 2008.

Skagit County,
a political subdivision of the State of
Washington

By: See Attached Signature Page
Title: _____

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Dated this 26th day of February, 2008.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Don Munks
Don Munks, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 27 2008

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

Approved:

By: [Signature]
Facility Management

By: Billie Kadrmas
Billie Kadrmas
Risk Manager

By: Trisha Logue
Trisha Logue, CPA
Budget & Finance Director

Approved as to Form Only:

By: [Signature]
Melinda Miller
Civil Deputy

Attest: [Signature]
JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

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On this 26th day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Munks, Kenneth A. Dinkert & Sharon D. Dillon, to me known to be the Skagit Co. Commissioners, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute the said instrument.

A circular notary seal for Joanne P. Giesbrecht, a Notary Public in the State of Washington. The seal features the text "JOANNE P. GIESBRECHT" at the top, "NOTARY" in the center, "My Comm. Expires 9-1-2009" below the center, and "PUBLIC" and "STATE OF WASHINGTON" at the bottom. The seal is surrounded by a decorative border of short, radiating lines.

Print Name: John T. Fiebert
Notary Public in and for the State of Washington,
residing at Mount Vernon
My commission expires: 09-01-09

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SCHEDULE A

LEGAL DESCRIPTION

PARCEL "A"

Tracts 1, 2, 3 and 4, "PARKER BUSINESS CENTER", as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

PARCEL "B"

That portion of the 20 foot wide private road abutting College Way on the South lying between the West line of Lot 4 and the East line of Lot 1 produced North in the plat of "PARKER BUSINESS CENTER", as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington



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