

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1660 Park Lane  
Burlington, WA 98233



200805270200

Skagit County Auditor

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1:52PM

**EASEMENT**

GRANTOR: **RICKROCK JOINT VENTURE LLC**

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

SHORT LEGAL: **Portion SE 1/4 NE 1/4 25-35-1**

ASSESSOR'S PROPERTY TAX PARCEL: **P32110/350125-0-118-0008**

**GUARDIAN NORTHWEST TITLE CO.**

*M 9186-1*

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **RICKROCK JOINT VENTURE LLC**, 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:

**ACCOMMODATION RECORDING ONLY**

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

UG Electric 11/1998  
RW-069288/105052667  
NE 25-35-1

*No monetary consideration paid*

**MAY 27 2008**

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

*Jp*

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 22<sup>nd</sup> day of May, 2008.

GRANTOR:  
RICKROCK JOINT VENTURE LLC

BY: Rock T White

Title: Executive Manager Rick Rock Joint Ventures LLC.

BY: \_\_\_\_\_

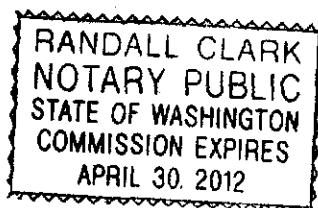
Title: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF Skagit ) ss

On this 22 day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rock White to me known to be the person who signed as executive manager of RICKROCK JOINT VENTURE 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 RICKROCK JOINT VENTURE LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said RICKROCK JOINT VENTURE LLC.

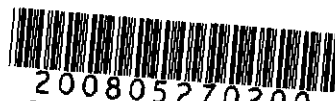
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Randall Clark  
(Signature of Notary)  
Randall Clark  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington

My Appointment Expires: 4-30-12

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



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EXHIBIT "A"

That portion of the Southeast Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the Westerly boundary of "Child's and Hagadorn's First Addition to the City of Anacortes, Wash.", according to the plat recorded in Volume 2 of Plats, page 29, records of Skagit County, Washington, 601 feet North of the South line of the Northeast Quarter of said Section 25; thence West parallel to and 601 feet North of the South line of said Northeast Quarter of Section 25, a distance of 110 feet to the true point of beginning; thence North parallel to the West boundary of Child's and Hagadorn's First Addition a distance of 150 feet; thence East parallel to the South line of said Northeast Quarter of Section 25, a distance of 10 feet; thence North parallel to the West boundary of Child's and Hagadorn's First Addition to the South line of Thirty-fifth Street as shown on this plat of "Hagadorn and Stewart's First Addition to the City of Anacortes, Wash.", according to the plat recorded in Volume 1 of Plats, page 37, records of Skagit County, Washington; thence West along the South line of Thirty-fifth street to a point that is 10 rods East of the West line of said Southeast Quarter of the Northeast Quarter; thence South parallel to and 10 rods East of the West line of said Southeast Quarter of the Northeast Quarter to a line that is 601 feet North of and parallel to the South line of said Southeast Quarter of the Northeast Quarter; thence East along said parallel line to the point of beginning;

EXCEPT the East 7 feet of the North 60 feet of the South 150 feet thereof.

ALSO EXCEPT commencing at the East Quarter Corner of said Section 25; thence North 89°47'00" West along the South line of said subdivision a distance of 864.37 feet to a tack in lead in the centerline of M Avenue; thence North 0°33'30" East 591.24 feet to a monument in case at the intersection of M Avenue and 36th Street; thence continuing North 0°33'30" East 9.79 feet; thence North 89°47'00" West a distance of 135.69 feet to a one-half inch rebar marked "Leonard 8992" at the Southeast Corner of Tract "A" as shown on survey map filed in Book 6 of Surveys at page 86, under Auditor's File No. 8506190003, said point being the true point of beginning; thence North 0°24'03" West along the East line of said Tract "A" a distance of 90.00 feet; thence North 89°47'00" West a distance of 3.00 feet; thence South 0°24'03" East a distance of 90.00 feet to the South line of said Tract "A"; thence South 89°47'00" East along said South line a distance of 3.00 feet to the true point of beginning.

AND ALSO EXCEPT that portion conveyed to Louis E. and Kari E. Darst by Quit Claim Deed recorded January 9, 2007, under Auditor's File No. 200701090118, records of Skagit County, Washington, as follows:

Commencing at a cased monument at the intersection of 35<sup>th</sup> Street and M Avenue; Thence proceeding along the centerline of 35<sup>th</sup> Street North 89°27'05" West 130.48 feet; Thence turning South 00°24'03" East 40.01 feet to the true point of beginning; Thence North 89°27'05" West along the South line of 35<sup>th</sup> Street 35.80 feet to a rebar and cap marked "Parrish, LS 29535"; Thence turning South 00°12'47" East 97.23 feet along remaining lands of Nibarger to a rebar and cap marked "Parrish, LS 29535"; Thence turning South 89°47'00" East 15.54 feet to a rebar and cap marked "Parrish, LS 29535"; Thence continuing South 89°47'00" East 20.57 feet; Thence turning North 00°24'03" West 97.03 feet to the point of beginning;

(ALSO KNOWN AS Parcel B of a Survey recorded October 25, 2006 under Auditor's File No. 200610250093, records of Skagit County, Washington).



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