

**RETURN ADDRESS:**

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



200808110094

Skagit County Auditor

8/11/2008 Page 1 of 3 11:29AM

**EASEMENT**

**GRANTOR: GENERAL CHEMICAL LLC**  
**GRANTEE: PUGET SOUND ENERGY, INC.**  
**SHORT LEGAL: Portion SW1/4 NE1/4 33-35-2**  
**ASSESSOR'S PROPERTY TAX PARCEL: P33486/350233-0-002-0006**

**GUARDIAN NORTHWEST TITLE CO.**

*M-9223*

**ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GENERAL CHEMICAL 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:

**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 generally described as starting at a point on the north line of North Texas Road and extending northerly 80 feet more or less. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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 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 electricity. Such systems may include, but are not limited to:

**Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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,

OH Electric Easement 10/2003  
69138/101048831  
SE 33-35-2

*No monetary consideration paid*

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). 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 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.

**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 30 day of JULY, 2008.

GRANTOR:  
GENERAL CHEMICAL LLC

BY: [Signature]  
Title: PLANT MANAGER

STATE OF Washington )  
COUNTY OF Skagit ) ss

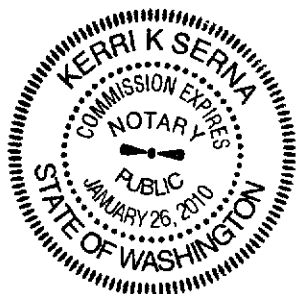
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

easement  
AUG 11 2008

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

On this 30<sup>th</sup> day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Hansen, to me known to be the person who signed as Plant Manager of GENERAL CHEMICAL 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 GENERAL CHEMICAL 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 GENERAL CHEMICAL 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 Port Vernon

My Appointment Expires: 12.30.10



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EXHIBIT "A"

A tract of land in the North one-half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 35 North, Range 2 East W.M., described as follows:

Beginning at a point on the Northerly line of the North Texas Road (also known as County Road No. 591), which point is distant 15.68 feet North and 194.49 feet East of the Southwest corner of said subdivision (the Westerly line of said subdivision bears North 1°12'30" East); thence North 1°34' East a distance of 639.7 feet along the boundary of the property of Shell Oil Company to a point on the North line of said subdivision; thence South 88°49'15" East along the North line of said subdivision and the boundary of Shell Oil Company a distance of 1116.68 feet to a point (now marked by a pipe) on the Westerly right-of-way of Betterton Extension Road; thence South 0°57' West along said Westerly right-of-way a distance of 641.5 feet to a point (now marked by a pipe) on the Northerly right-of-way of said North Texas Road; thence North 88°43'37" West along said Northerly right-of-way a distance of 1123.58 feet to the point or place of beginning together with all right, title and interest which Grantor may have in and to public roads and highways abutting thereon.

Situate in the County of Skagit, State of Washington.



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