

RETURN ADDRESS:

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



200809080084

Skagit County Auditor

9/8/2008 Page 1 of 3 12:38PM

EASEMENT

m9237

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: **WHITE PASS INVESTMENTS, LLC**

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

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: **Lot 11, Blk 3 & Lots 5-11, Blk 4 SUSAN TAYLOR ADD TO SW & portion NE NE 26-35-4 & Portion NW NW 25-35-4**

ASSESSOR'S PROPERTY TAX PARCEL: **P77308/4174-003-011-0003; P77315/4174-004-011-0001; P37699/350426-1-006-007; P37650/350425-2-003-0009; P37593/350425-0-007-0009**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WHITE PASS INVESTMENTS, 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:

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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 new 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 27th day of AUGUST, 2008.

GRANTOR:
WHITE PASS INVESTMENTS, LLC

BY: [Signature]

Title: MANAGING MEMBER

BY: _____

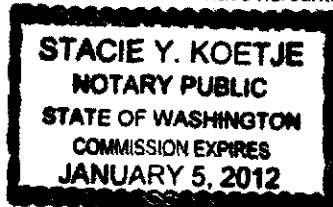
Title: _____

STATE OF WASHINGTON)

COUNTY OF _____) SS

On this 27th day of AUGUST, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFF HAMILTON, to me known to be the person who signed as MANAGING MEMBER of WHITE PASS 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 WHITE PASS INVESTMENTS, 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 WHITE PASS INVESTMENTS, LLC.

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



Stacie Y. Koetje
(Signature of Notary)

STACIE Y. KOETJE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at SEARD LUGGLEY

My Appointment Expires: 1-5-12

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



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Skagit County Auditor

EXHIBIT "A"

PARCEL "A":

Lot 11, Block 3, "SUSAN TAYLOR ADDITION TO SEDRO-WOOLLEY", as per plat recorded in Volume 6 of Plats, page 43, records of Skagit County, Washington;
EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324;
TOGETHER WITH the West ½ of vacated Curtis Street adjacent to said Lot 11.

PARCEL "B":

Lots 6, 7, 8, 9, 10 and 11, Block 4, "SUSAN TAYLOR ADDITION TO SEDRO-WOOLLEY", as per plat recorded in Volume 6 of Plats, page 43, records of Skagit County, Washington;
TOGETHER WITH the East ½ of vacated Curtis Street adjacent to Lot 6.

PARCEL "C":

That portion of the East ½ of the Northeast Quarter of the Northeast Quarter of Section 26, Township 35 North, Range 4 East W.M., lying Southerly of the County road known as James Young and Sterling County Road or Rhodes Road;
EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324.

PARCEL "D":

That portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 35 North, Range 4 East W.M., lying Southerly of the James Young and Sterling County Road, also know as Jameson Street, and lying Westerly of the Burlington Northern Railroad right of way as conveyed by deed to the Seattle and Lake Shore Company recorded March 4, 1890 in Volume 9 of Deeds, page 699, and recorded April 25, 1890, in Volume 10 of Deeds, page 452, records of Skagit County, Washington, EXCEPT that portion conveyed to the State of Washington for State Highway 1-A by deed recorded January 6, 1958, under Auditor's File No. 560324;

TOGETHER WITH that portion of the vacated James Young and Sterling Road lying between the Easterly line of State Highway 1-A and the Westerly line of Batey Road, by Final Order of Vacation dated November 7, 1960 and filed in Volume 3 of Commissioners Records, page 225.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor