

**RETURN ADDRESS:**

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



200903160141

Skagit County Auditor

3/16/2009 Page 1 of 2 3:27PM

**EASEMENT**

GRANTOR: NORTH COUNTIES LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NE¼ 6-34-4  
ASSESSOR'S PROPERTY TAX PARCEL: P23814

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m9312

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

**THE WEST 100 FEET OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST 8 FEET OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M. EXCEPT ROAD ALONG THE SOUTH LINE THEREOF, AND EXCEPT THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON BY JUDGMENT AND DECREE OF APPROPRIATION ENTERED FEBRUARY 5, 1973, IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 33010.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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

UG Electric 11/1998  
RW-071441/105056002  
NE¼ 6-34-4

*No monetary consideration paid*

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 9<sup>th</sup> day of MARCH, 2009.

GRANTOR:  
**NORTH COUNTIES LLC**

BY: [Signature]  
Name: **CURTIS M. GRUBER**  
Member NORTH COUNTIES LLC

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 16 2009

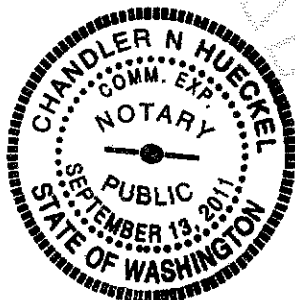
Amount Paid \$ 0  
By AF Skagit Co. Treasurer Deputy

BY: [Signature]  
Name: **DAVID A. ORTH**  
Member NORTH COUNTIES LLC

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of MARCH, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CURTIS M. GRUBER**, to me known to be the person who signed as a member of **NORTH COUNTIES 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 **NORTH COUNTIES 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 **NORTH COUNTIES LLC**.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



(Signature of Notary)

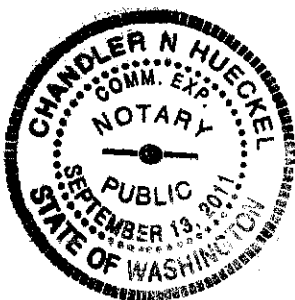
Chandler Hueckel  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham  
My Appointment Expires: 9/13/11

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of MARCH, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID A. ORTH**, to me known to be the person who signed as a member of **NORTH COUNTIES 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 **NORTH COUNTIES 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 **NORTH COUNTIES LLC**.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



(Signature of Notary)

Chandler Hueckel  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham  
My Appointment Expires: 9/13/11

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

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Skagit County Auditor