

RETURN ADDRESS:

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



200903300240

Skagit County Auditor

3/30/2009 Page

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3 3:51PM

EASEMENT

GRANTOR: **WAL-MART STORES, INC.**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion NW¼ & NE¼ 18-34-4**
ASSESSOR'S PROPERTY TAX PARCEL: **P26410/340418-0-062-0001; P26272/340418-2-001-0001**
P26143/340418-0-063-0000

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m4319

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WAL-MART STORES, INC., a Delaware 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:

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:

Easement Area 1: The Northerly 25 feet of the above described Property.

Easement Area 2: 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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 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;

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

OH Electric
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RW-071774/105055569
#2596-02

No monetary consideration paid

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.

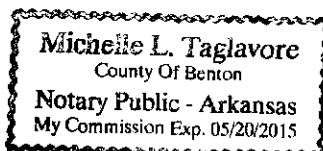
DATED this 23rd day of March, 2009.

Grantor: **WAL-MART STORES, INC.**

BY: [Signature] **John E. Clarke**
Title: Regional Vice President

STATE OF ARKANSAS)
COUNTY OF Benton) ss

On this 23 day of March, 2009, before me, the undersigned, a Notary Public in and for the State of ARKANSAS, duly commissioned and sworn, personally appeared John E. Clarke to me known to be the person who signed as Regional Vice President of **WAL-MART STORES, INC.**, the 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 **WAL-MART STORES, INC.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **WAL-MART STORES, INC.**
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]
(Signature of Notary)
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of ARKANSAS
residing at Benton County, Washington
My Appointment Expires: 5-20-2015

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



EXHIBIT "A"

That portion of the Northwest Quarter and the Northeast Quarter of the Section 18, Township 34 North, Range 4 East W.M., described as follows:

Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of the Section 18, Township 34 North, Range 4 East W.M., in the City of Mount Vernon, Skagit County, Washington;

Thence South $01^{\circ}08'02''$ West along the Westerly line of said Northwest Quarter of the Northeast Quarter 20.00 feet to the Southerly right-of-way margin of Stewart Road and the **Point of Beginning**;

Thence South $88^{\circ}15'48''$ East along said Southerly margin 630.09 feet;

Thence South $01^{\circ}05'15''$ West along said Southerly margin 20.00 feet;

Thence South $88^{\circ}15'48''$ East along said Southerly margin 50.00 feet to the Westerly right-of-way margin of Freeway Drive;

Thence South $01^{\circ}05'15''$ West along said Westerly margin 1,289.37 feet to the Southerly line of said Northeast Quarter of the Northwest Quarter;

Thence North $88^{\circ}24'49''$ West along said Southerly line 681.14 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section;

Thence North $88^{\circ}30'43''$ West along the Southerly line of the Northeast Quarter of the Northwest Quarter of said Section 330.31 feet to the Westerly line of the East 330 feet of said subdivision;

Thence North $01^{\circ}08'02''$ East along said Westerly line 1,311.52 feet to the Southerly right-of-way margin of Stewart Road;

Thence South $88^{\circ}26'50''$ East along said Southerly margin 330.01 feet to the **Point of Beginning**.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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