

When Recorded, Return to:

Puget Sound Energy
1660 Park Lane
Burlington WA 98033
HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: Steven R. Rovig
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925



200905190080

Skagit County Auditor

5/19/2009 Page 1 of 7 3:18PM

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
AMENDMENT TO EASEMENT

m4335

Grantor:	GLACIER NORTHWEST, INC.
Grantee:	PUGET SOUND ENERGY, INC.
Legal Description (abbreviated):	Sec. 36, T 36 N, R 8 E, W.M. & Sec. 2, T 35 N, R 8 E, W.M., Skagit County, Washington.
<input checked="" type="checkbox"/> Complete on:	<u>EXHIBIT A</u> <i>P43339, P43335</i>
Assessor's Tax Parcel ID #:	<i>P51703, P43318, P43319, P43337, P43338,</i>
Reference Nos. of Documents Released or Assigned:	<u>576522</u>

THIS AMENDMENT is dated for reference purposes April 30, 2009 and is made by and between **GLACIER NORTHWEST, INC.**, a Washington corporation ("Grantor"), and **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee"), with respect to that certain Easement dated February 6, 1959 and recorded under Skagit County Auditor's File No. 576422 ("Easement").

RECITALS

A. The original parties to the Easement were Lone Star Cement Corporation, a Maine corporation as Grantor, and Puget Sound Power & Light Company, a Massachusetts corporation as Grantee.

B. Glacier Northwest, Inc. is the successor in interest to Lone Star Cement Corporation as Grantor under the Easement and Puget Sound Energy is the successor in interest to Puget Sound Power & Light Company as Grantee under the Easement.

C. The Easement has been previously modified by a Supplemental Agreement dated August 28, 1963, a Supplemental Agreement No. 2 dated March 19, 1965, and a Supplemental Agreement No. 3 dated November 19, 1965, all of which are unrecorded.

D. By its terms, the Easement expired on February 5, 2009. The parties now desire to extend the term of the Easement for one year to allow for ongoing negotiations with regard to the potential further extension and amendment of the Easement.

AGREEMENTS

1. **EXTENSION.** The Easement is hereby deemed to be reinstated and the term thereof shall continue until February 5, 2010, subject to all terms and conditions set forth therein.

2. **FULL FORCE AND EFFECT.** Except as specifically amended herein, all of the terms and conditions of the Easement remain in full force and effect.

EXECUTED as of the dates set forth below.

GRANTOR:

GLACIER NORTHWEST, INC.,
a Washington corporation

By 

Name: MARK LEATNAM
Title: VP/GEN

DATE: 4-23-, 2009

Glacier PSE
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 19 2009

Amount Paid ☒
Skagit Co. Treasurer
By mlm Deputy

GRANTEE:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By 

Name: SUPERVISOR
Title: PATRICIA SVERINGER

DATE: 5/12, 2009



STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me Mark Leatherman, to me known to be the Vice President / General Manager of **GLACIER NORTHWEST, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of April, 2009.



Sheila M. Sherrod
Printed Name Sheila M. Sherrod

NOTARY PUBLIC in and for the State of Washington,
residing at 5945 E. Marginal Way So., Seattle, WA 98134
My Commission Expires 08-29-09

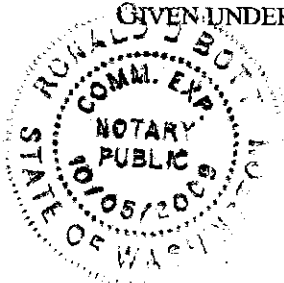
STATE OF WASHINGTON

COUNTY OF KING

SS.

On this day personally appeared before me PAT SNEERINGER, to me known to be the Supervisor Port Estate of **PUGET SOUND ENERGY, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of May, 2009.



Ronald D. Bott
Printed Name Ronald D. Bott

NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County
My Commission Expires OCT 5, 2009

Glacier PSE Easement Extension
ND: 10552.193 4840-1020-9027v1



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576422

E A S E M E N TSKAGIT COUNTY, WASHINGTON
Real Estate Excise Tax
PAID *Ernest*

FEB 11 1959

AGRICULTURAL
COUNTY TREASURER
And

THIS INDENTURE, made this 6th day of February, 1959,
between LONE STAR CEMENT CORPORATION, a Maine corporation doing
business in the State of Washington, hereinafter called "Grantor",
and PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corpora-
tion, hereinafter called "Grantee",

W I T N E S S E T H :

That in consideration of One Dollar (\$1.00) and other
valuable considerations, receipt of which is hereby acknow-
ledged, the Grantor hereby grants and conveys to the Grantee,
its successors and assigns, the right to construct, reconstruct,
improve, repair, maintain and operate an electric transmission
and/or distribution line consisting of poles or towers with
necessary braces, guys and anchors, crossarms, insulators,
transmission, distribution and signal wires, transformers and
other necessary or convenient facilities and equipment for the
use of Puget Sound Power & Light Company over and across the
following-described land located in Skagit County, State of
Washington, subject to the right of Grantor to cross and re-
cross the same and to use the surface of the land within said
described area for any purpose that does not interfere with
the construction, maintenance, or operation of the transmission
line erected thereon:

Those parts of a strip of land 100 feet in width,
being 50 feet on each side of the following-
described center line:

Beginning at a point on the north line 140.30 feet,
more or less, east of the northwest corner of the
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36, Twp. 36 N., Range 8 E.,
W.M.; thence S. 33°54'45" W., 2,538.91 feet to an
angle point (No. 9); thence S. 14°08'45" W.
4,134.10 feet to an angle point (No. 10); thence
S. 87°31' W. 952.00 feet to an angle point (No. 11);

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thence S. 88°12'30"W. 238.00 feet, more or less, to a point on the west line of the portion of Gov't Lot 10, Section 2, Twp. 35 N., Range 8 E., W.M. herein-after described

which lie within the boundaries of the following-described tracts of land:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Twp. 36 N., Range 8 E., W.M.

All that portion of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ (Gov't Lot 1); the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ (Gov't Lot 2); the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 2, Twp. 35 N., Range 8 E., W.M., lying easterly and southerly of the 440-foot contour line USGS.

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$, the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 2, Twp. 35 N., Range 8 E., W.M.

All that portion of Gov't Lot 10 (SE $\frac{1}{4}$ of SW $\frac{1}{4}$), Section 2, Twp. 35 N., Range 8 E., W.M., lying east of a line described as follows:

Beginning at a point on the south boundary of said Gov't Lot 10, which is 1,929.3 feet easterly from the southwest corner of said Section 2, and 889.3 feet easterly from the east boundary of the county road running through said Lot 10; thence north 1,006.8 feet; thence N. 29°10'40" W. to the north boundary line of Lot 10.

The center line of said transmission and/or distribution line shall be located as follows:

Along the center line of the 100-foot strip of land described above.

It is understood that Grantor is engaged in mining and removing from its lands limestone, clay and other materials, and that such operations may ultimately approach or extend into and beyond the area to be occupied by the said transmission and distribution line, and said transmission and distribution line may interfere with such mining and removal. In that event, Grantee agrees that it will, at its own sole cost and expense, and upon reasonable notice from Grantor, relocate such portions of said transmission and distribution line as may be necessary upon the above-described lands of the Grantor, and the Grantor shall grant the necessary rights-of-way therefor within the boundaries of said described lands.



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Grantee shall have the right of access across the adjacent land of the Grantor in order to exercise the rights granted by this instrument, including the right to construct, maintain and use passable roads in convenient locations, with necessary bridges and gates. Grantee shall install suitable gates or barriers to prevent use of such roads by unauthorized persons. Grantee agrees to pay Grantor for any damage to Grantor's roads resulting from the construction, maintenance or operation of said transmission and/or distribution line.

Grantee shall have the right, at any and all times, to cut, top and/or trim any and all brush or trees now or hereafter standing or growing upon said land or adjacent land of the Grantor which are or may be within fifty (50) feet of the said center line, and also the right to cut, top and/or trim any trees upon said land or adjacent land of the Grantor which, in falling, could come within seven (7) feet of any of the poles, towers, fixtures, guys, conductors or other facilities of the Grantee or in any manner be a menace or hazard thereto. All merchantable trees felled shall be limbed and decked along the above mentioned 100-foot strip of land. All limbs, brush and unmerchantable trees cut shall be burned or otherwise disposed of.

Grantee hereby agrees to hold Grantor free and harmless from any and all claims for damages by reason of any injuries to any person or property of any person caused by or sustained as a result of the Grantee's use of the premises described in this easement, and agrees to hold Grantor harmless from any claims for damages to any person or property of any person arising out of the exercise of the easement granted to Grantee hereunder.



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Grantor shall not place, construct or maintain any building or other structure within fifty (50) feet of said center line.

In the event that Grantor's mining operations require blasting within a distance of 300 feet from said line Grantor agrees to use reasonable precautions against damage thereto and will give Grantee reasonable prior notice of such blasting.

The rights herein granted to the Grantee shall continue in force for a period of fifty (50) years from the date of this Easement, subject to prior termination thereof in the event Grantee permanently abandons the same. Upon the expiration of such period or abandonment by Grantee all rights hereby granted shall terminate, except that Grantee shall have the right to remove all of its equipment and facilities from the premises.

IN WITNESS WHEREOF this instrument has been executed the day and year first above written.

LONE STAR CEMENT CORPORATION

By *N. H. Nelson*
Its Division Vice President

By *H. E. Thompson*
Its Division Treasurer

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 6th day of February, A.D., 1959, before me personally appeared N. H. Nelson to me known to be the Division Vice President, and H. E. Thompson to me known to be the Division Treasurer, of LONE STAR CEMENT CORPORATION, the corporation that executed the within and foregoing Easement, and acknowledged said Easement to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said Easement, and that the seal affixed is the corporate seal of said corporation.

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

M. Schultz
Notary Public in and for the State
of Washington, residing at Seattle

Received for record at Feb 11 19 59 1:24 P.M.
at request of *H. J. Anderson*
A. H. JOHNSON, Auditor Skagit Co., Washington



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Skagit County Auditor