



200906080133

Skagit County Auditor

6/8/2009 Page

1 of

3 11:41AM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

EASEMENT

GRANTOR: SIERRA PACIFIC INDUSTRIES
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NE $\frac{1}{4}$ & SE $\frac{1}{4}$ 9-34-3
ASSESSOR'S PROPERTY TAX PARCEL: P21265, P21268, P117535, P21306, P21310, P73470, P21234,
P21233, P73471, P73480, P73481, P21236, P73473, P73472, P73477, P73474, P73478, P73479

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m9340

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SIERRA PACIFIC INDUSTRIES, a California 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:

PARCELS A AND B OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200903180106, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST W.M.

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

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

UG Electric 10/2003
RW-072652/105057643
NE 9-34-3

No monetary consideration paid

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 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 15th day of May, 2009.

GRANTOR:
SIERRA PACIFIC INDUSTRIES

BY: [Signature]

Title: Vice President, CFO

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **SIERRA PACIFIC INDUSTRIES**, the California 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 **SIERRA PACIFIC INDUSTRIES** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **SIERRA PACIFIC INDUSTRIES**.

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 _____
residing at _____

My Appointment Expires: _____

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

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 08 2009

Amount Paid \$6
Skagit Co. Treasurer
By [Signature] Deputy



200906080133

Skagit County Auditor

6/8/2009 Page

2 of

3 11:41AM

ACKNOWLEDGMENT

State of California

County of Shasta

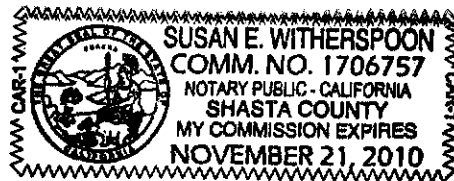
On May 15, 2009 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M. D. Emmerson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan E. Witherspoon (Seal)



200906080133

Skagit County Auditor

6/8/2009 Page

3 of

3 11:41AM