

When recorded return to:  
Department of Natural Resources  
Northwest Region  
Attn: Angela M. Stanton  
PO Box 47014  
Olympia, WA 98504-7014



201004130041  
Skagit County Auditor

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GUARDIAN NORTHWEST TITLE CO.  
97752  
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands

COMMERCIAL EASEMENT

Grantor: State of Washington, Dept of Natural Resources  
Grantee(s): Puget Sound Energy, Inc, a Washington corporation  
Legal Description: Sections 2, 3, 4, 9 and 10, T35N, R7E  
Assessor's Property Tax Parcel or Account Number: P42208, P42209, P42210, P42229, P42230, P42232, P42233, P42254, P123569, and P42365  
Cross Reference:  
DNR Easement No. 50-085079

This Easement is between PUGET SOUND ENERGY, Inc, a Washington corporation, herein called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of March 16, 2010 "Effective Date".

**Conveyance.** State, for consideration of TWENTY THOUSAND ONE HUNDRED and NO/100 Dollars (\$20,100.00), hereby grants and conveys to Grantee a non-exclusive Easement over parcels of land in Skagit County legally described as set forth in Exhibit "A" (hereafter Burdened Parcel), said Easement to be forty (40) feet in width running twenty (20) feet on each side of a center line of roads as described on Exhibit "B" and located approximately as shown on Exhibit "B-1 through B-5" (hereafter Easement Area).

**Term.** The Easement shall be perpetual unless terminated as set forth hereafter.

**Purpose.** The Easement is conveyed to provide ingress and egress to and from lands owned by Grantee for the sole and limited purpose of hauling timber or other forest products and /or profits, including but not limited to sand, gravel, stone, or farm products, and leasing communication sites and performing management activities associated with timber production, agriculture, wildlife habitat mitigation, enhancement and preservation, extraction of profits or leasing communication sites. Authorized use shall include the right to travel,

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

966  
APR 1 3 2010

Amount Paid \$  
Skagit Co. Treasurer  
By *MAM* Deputy

Easement No. 50-085079

maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this Easement shall not be changed or modified without the consent of the State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

**Nature of Estate.** Appurtenant. This Easement shall be deemed appurtenant to real property located in Skagit County, Washington, legally described as set forth in Exhibit C attached hereto (hereafter Benefited Parcel).

The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement to the newly created parcels, which may or may not be granted by State at State's sole discretion.

**Reservations.** State reserves all ownership of the Easement Area and other profits thereon (including timber unless conveyed under this Easement) and the right of use of the Easement Area for any purpose including but not limited to the right to remove timber within the Easement Area; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved. Once Grantee clears timber conveyed under this Easement, if any, timber subsequently grown in such cleared areas shall belong to State. State further reserves the right to relocate the right of way. If the right of way is relocated at the sole request of State, State shall construct the relocated right of way to the same standards existing at the time of relocation.

**Permittees.** Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of the Grantee. Restrictions or requirements placed on the Grantee herein shall apply equally to the Permittees.

**Compliance with Laws.** Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

**Compliance with Habitat Conservation Plan.** The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all Permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit D while operating on the Easement Area.

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**Indemnity.** Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or other Permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of the Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify the State.

**Insurance.** Before using any of said rights granted herein and at its own expense, the Grantee shall obtain and keep in force during the term of this Easement and require its contractors, sub-contractors, or other Permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in the termination of the Easement at the State's option. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. Grantee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.



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(d) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any contractors, sub-contractors or other Permittees. Except as prohibited by law, Grantee(s) waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall include all contractors, sub-contractors and other Permittees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each. Contractors, sub-contractors and other Permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and other Permittees to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this Easement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Easement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State in this Easement.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to



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State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

**Waste.** Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved by the State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010).

Grantee shall immediately notify the State if the Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or other Permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

**Survey Markers.** Grantee shall not destroy any land survey corner monuments and/or reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the Grantee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

**Notice of Operation.** When the Grantee or one of its Permittees plans to use any portion of the road for the purpose of hauling timber or other profits, such party shall notify the State thereof at least five (5) days prior to the commencement of such use, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify the State.



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**Construction/Reconstruction.** Sixty (60) days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit to the State a written plan of construction outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. Grantee shall notify State within 30 days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

**Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by Grantee, Grantee shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time solo use is commenced until joint use begins. During periods when Grantee, State and/or other parties with an easement or license from the State use the road, or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; and
- (b) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and
- (c) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance and resurfacing.

**Repairs.** Each party shall repair, or cause to be repaired at its sole cost, that damage to the road and improvements occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

**Easement Closure Risk.** Grantee assumes all risk and costs associated with easement access due to road closures and blockages caused by any road closure event, including but not limited to environmental regulation, or natural disasters including, fire, flood, snow, slides, tree wind throw, or road wash out. State is not obligated to repair or unblock an existing road leading to the easement area or any part of the easement area described herein if State determines the road is no longer safe or viable for trust management purposes.



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**Improvements.** Grantee shall construct no improvements without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of the State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed by Grantee at the termination or expiration of the Easement at Grantee's expense.

**Notice.** Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:  
DEPARTMENT OF NATURAL RESOURCES  
Northwest Region  
919 North Township Street  
Sedro Woolley, WA 98284

To Grantee:  
Puget Sound Energy, Inc  
Attn: Corporate Facilities  
P. O. Box 97034 / PSE-10S  
Bellevue, WA 98009

**Recording.** Grantee shall record this Easement in the county in which the Easement Property is located, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded Easement. Grantee shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

**Advance By State.** If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

**Lien.** Any amount due from but not paid by Grantee as required under this Easement within sixty (60) days of demand shall be a lien upon the Benefited Parcel. Grantee hereby authorizes State to file a notice of lien with the county auditor and to foreclose such lien as a mortgage.



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**Termination.** State shall have the right to terminate this Easement if Grantee fails to cure a material breach of this Easement within ninety (90) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material. Timber remaining on the Easement Area after termination shall be deemed forfeited.

**Abandonment.** If Grantee ceases to use the Easement Area for the purposes set forth herein for a period of two (2) successive years, this Easement shall be deemed abandoned and terminate without further action by State. Timber remaining on the Easement Area shall be deemed abandoned.

**Construction.** The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

**Effective Date.** The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

**Exhibits.** All exhibits referenced in this Easement are incorporated as part of the Easement.

**Headings.** The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

**Modification.** Any modification of the Easement must be in writing and signed by the parties. The State shall not be bound by any oral representations or statements.

**Non-waiver.** The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

**Severability.** If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

**Successors And Assigns.** This Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns except to the extent that this section conflicts with the section labeled "Nature of Estate" in which case the Nature of Estate section will control.



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IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicates to become effective as of the day and year first above written.

PUGET SOUND ENERGY, INC,

Dated: FEBRUARY 11, 2010.

Brett Bolton

By: Brett Bolton

Title: Manager Real Estate

Affix Seal of Commissioner  
of Public Lands

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: March 16, 2010.

Peter Goldmark

PETER GOLDMARK  
Commissioner of Public Lands



Approved as to Form  
January 21, 2003  
by Mike Rollinger  
Assistant Attorney General  
for the State of Washington



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Easement No. 50-085079

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Washington

County of King

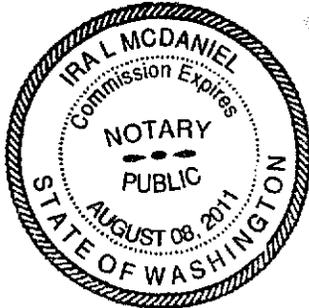
I certify that I know or have satisfactory evidence that BRETT BOLTON is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager Real Estate of Puget Sound Energy, Inc to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/11/2010



(Signature)

(Seal or stamp)



IRA L. MCDANIEL

(Print Name)

Notary Public in and for the State of Washington,  
residing at ISSAQUAH

My appointment expires 8/8/2011



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Easement No. 50-085079

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

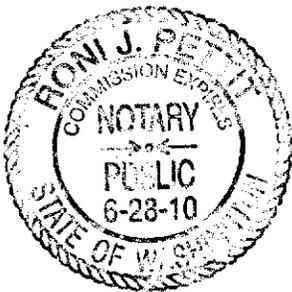
I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/16/10

(Seal or stamp)

Roni Pettit  
(Signature)

Roni J. Pettit  
(Print Name)



Notary Public in and for the State of Washington,  
residing at Olympia WA

My appointment expires 6-28-10



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**EXHIBIT A  
BURDENED PARCEL**

The South half of the North half and the North half of the Southwest Quarter of Section 2,

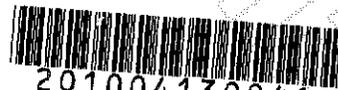
Together with the Northeast Quarter of the Southeast Quarter and the South half of the South half of Section 3,

Together with the Southwest Quarter of the Southeast Quarter and the South half of the Southwest Quarter and the Northwest of the Southwest Quarter of Section 4,

Together with the North half of the Northeast Quarter of Section 9,

Together with the Northwest Quarter and the Northwest Quarter of the Northeast of Section 10,

All in Township 35 North, Range 7 East, W.M. located in Skagit County, Washington according to U.S. Government subdivision procedures.



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**EXHIBIT B  
EASEMENT DESCRIPTION**

**BI-ML Road Description**

In Sections 2, 3, 4, 9 and 10, T35N, R7E  
Skagit County, Washington

An easement 40 feet in width, lying 20 feet on each side of the existing road centerline as shown approximately on the accompanying exhibits B-1 through B-5, described as follows;

Beginning at the intersection of the west line of Section 4, T35N, R7E, W.M., Skagit County, Washington, and the centerline of the existing BI-ML road, said intersection lying about 1200 feet south from the W $\frac{1}{4}$  corner of said Section 4; Thence running easterly along said existing road centerline to enter Section 9 of said T35N, R7E about 600 feet easterly from the N $\frac{1}{4}$  corner of said Section 9; Thence running easterly along said existing centerline to enter Section 10 of said T35N, R7E about 400 feet southerly from the NW corner of said Section 10; Thence running easterly, southerly and northeasterly along said existing road centerline to enter Section 3 of said T35N, R7E near the S $\frac{1}{4}$  corner of said Section 3; Thence running northeasterly to enter Section 2 of said T35N, R7E about 700 feet southerly from the W $\frac{1}{4}$  corner of said Section 2; Thence northeasterly along said existing centerline to the intersection with Baker Lake County Road, said intersection being located approximately 200 feet east, and 200 feet north from the center  $\frac{1}{4}$  corner of said Section 2, the sidelines of said 40 foot strip to begin at the west line of said Section 4, and end at the northerly margin of right of way of the Baker Lake County Road.

**BI - 14 Road Description**

In Sections 3 and 10, T35N, R7E  
Skagit County, Washington

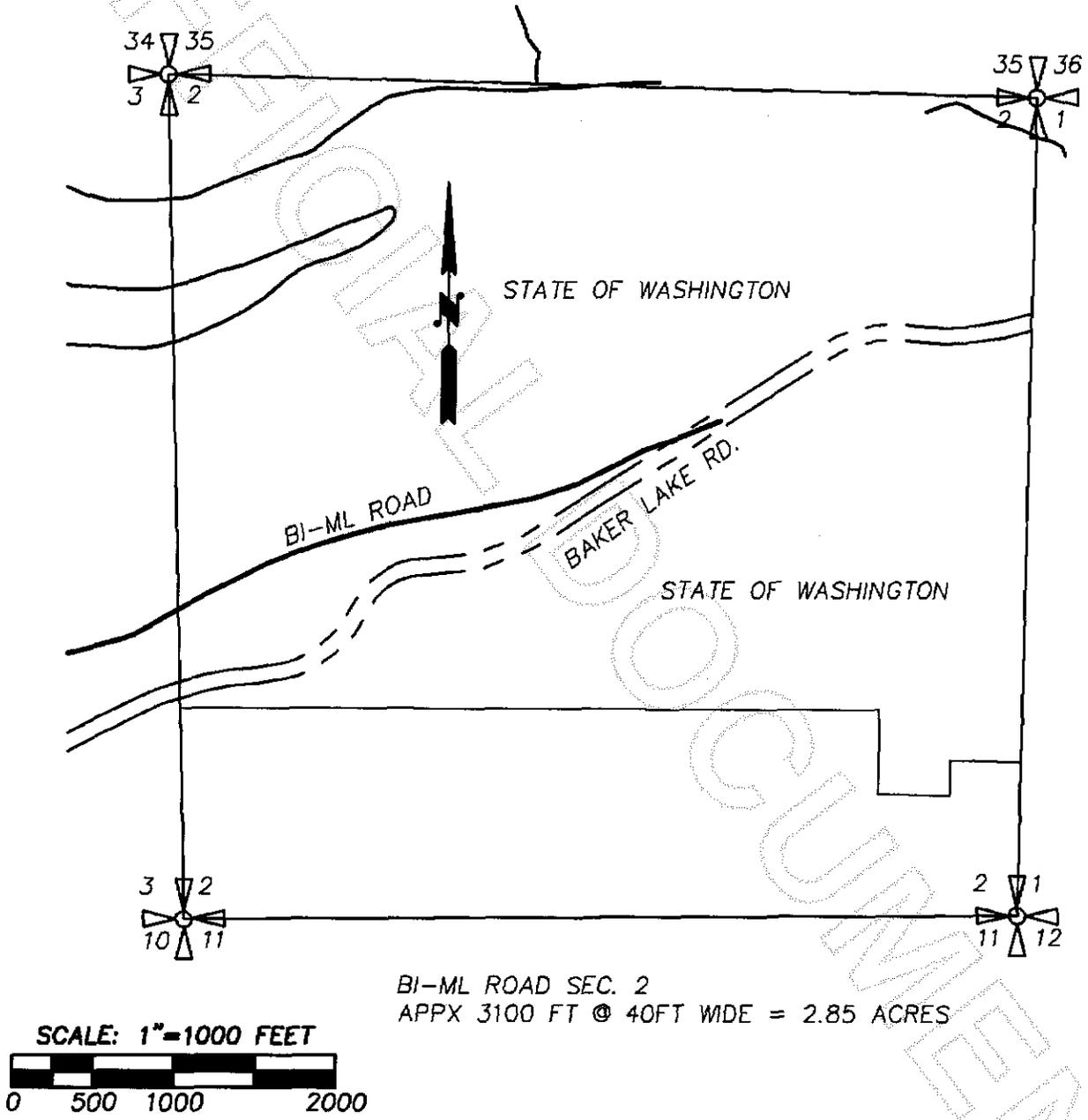
An easement 40 feet in width, lying 20 feet on each side of the existing road centerline as shown approximately on the accompanying exhibits B-2 and B-5, described as follows;

Beginning at the intersection of the south line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 3, T35N, R7E, W.M., Skagit County, Washington, and the centerline of the existing BI-14 Road, said intersection lying about 3000 feet east from the W $\frac{1}{4}$  corner of said Section 3; Thence running southwesterly and southerly to enter Section 10, said T35N, R7E, about 1800 feet easterly from the NW corner of said Section 10; Thence along said existing centerline to the intersection with the existing BI-ML Road, said intersection located approximately 700 feet south and 1900 feet east from said NW corner, the sidelines of said 40 foot strip to begin at the south line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 3, and end at the northerly margin of right of way of the BI-ML Road.



**EXHIBIT B-1  
EASEMENT AREA**

**Grantee: Puget Sound Energy, Inc. / Grantor: State of Washington  
S½N½ and N½SW¼ of S2-T35N-R7E, W.M.  
Skagit County, Washington**

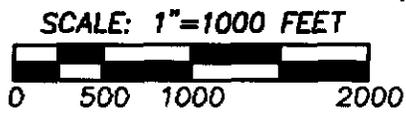
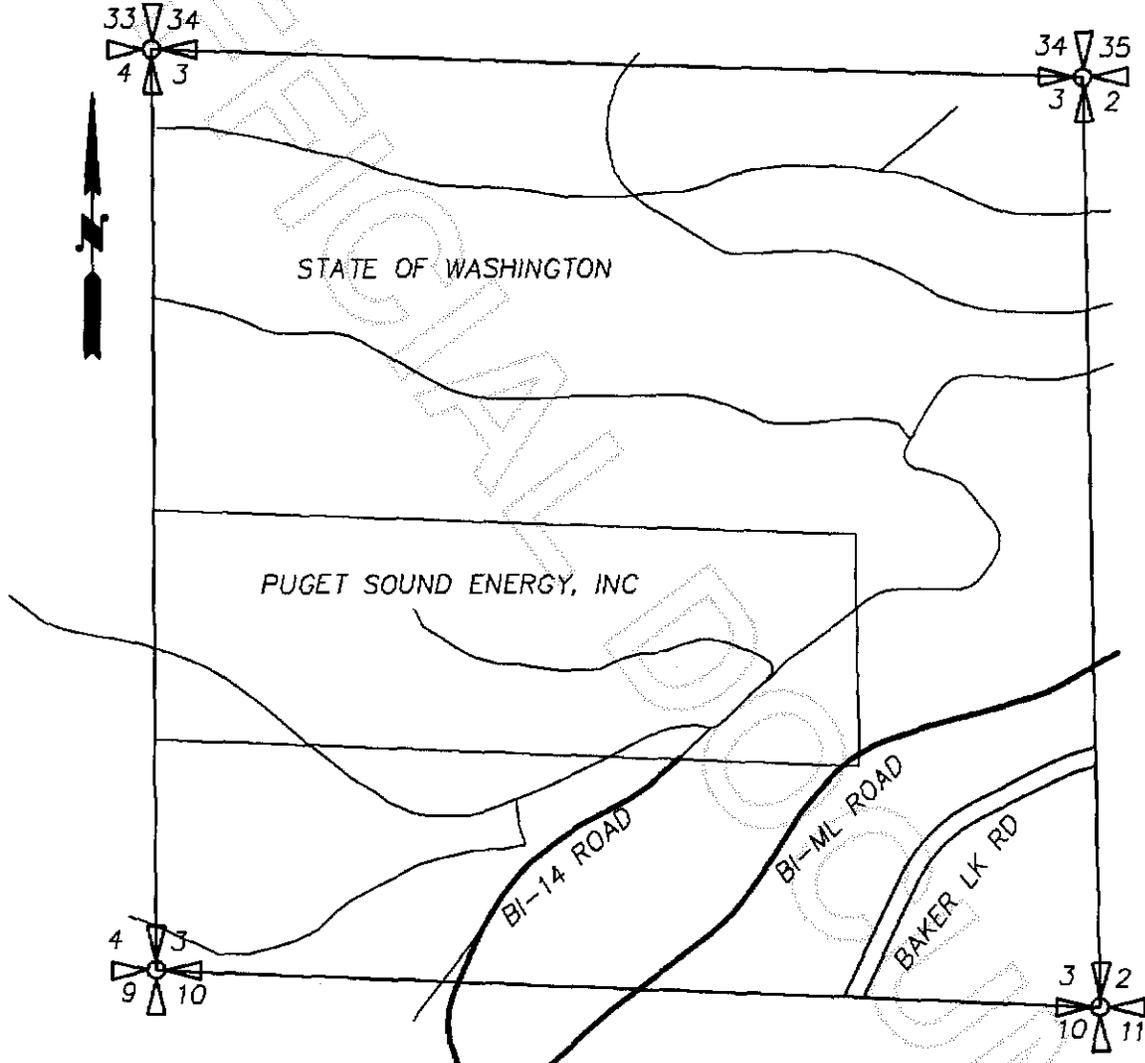


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**EXHIBIT B-2  
EASEMENT AREA**

**Grantee: Puget Sound Energy, Inc. / Grantor: State of Washington  
NE¼SE¼ and S½S½ of S3-T35N-R7E, W.M.  
Skagit County, Washington**



BI-ML ROAD SEC. 3  
APPX 3250 FT @ 40FT WIDE = 2.98 ACRES

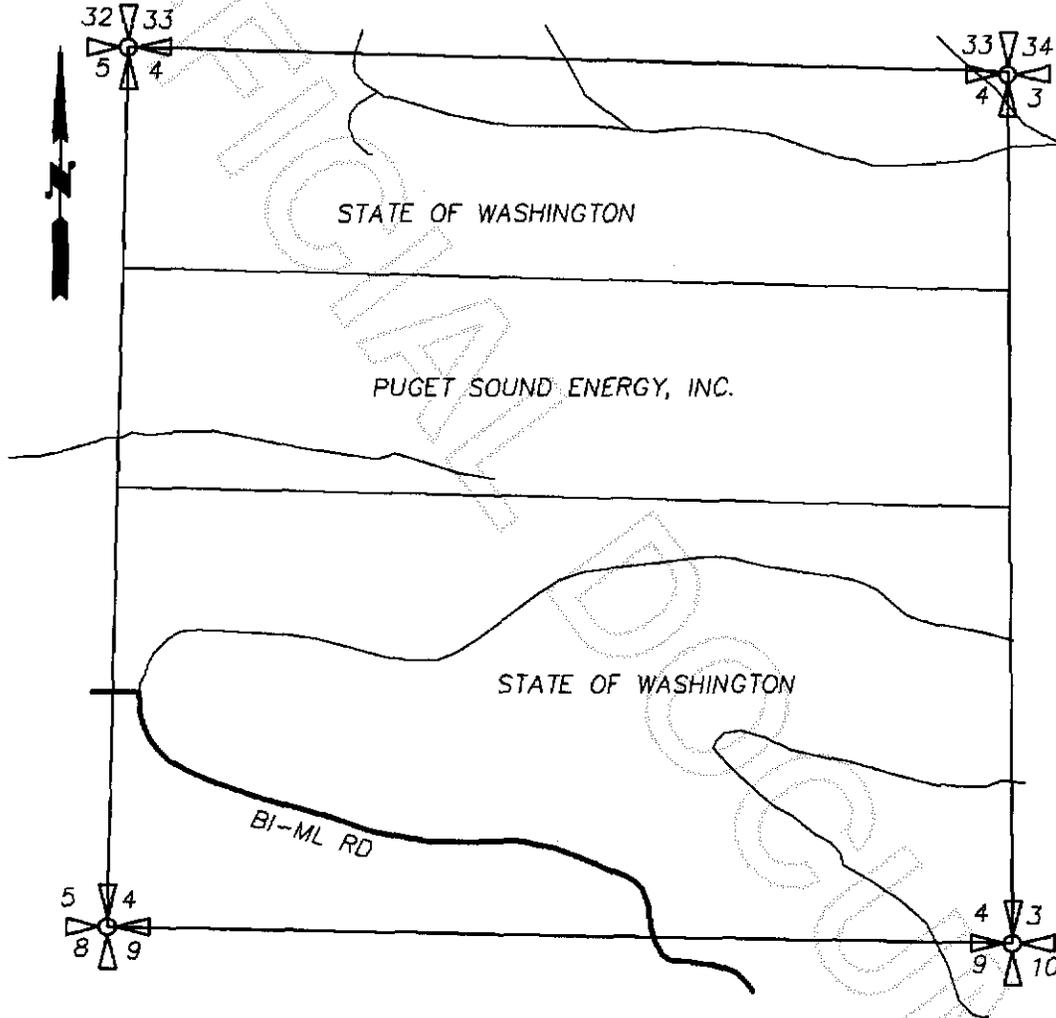
BI-14 ROAD SEC. 3  
APPX 1800 FT @ 40 FT WIDE = 1.65 ACRES

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**EXHIBIT B-3  
EASEMENT AREA**

**Grantee: Puget Sound Energy, Inc. / Grantor: State of Washington  
SW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of S4-T35N-R7E, W.M.  
Skagit County, Washington**



SCALE: 1"=1000 FEET



BI-ML ROAD SEC. 4  
APPX 3900 FT @ 40FT WIDE = 3.58 ACRES

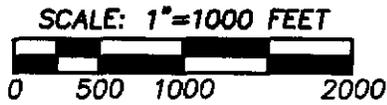
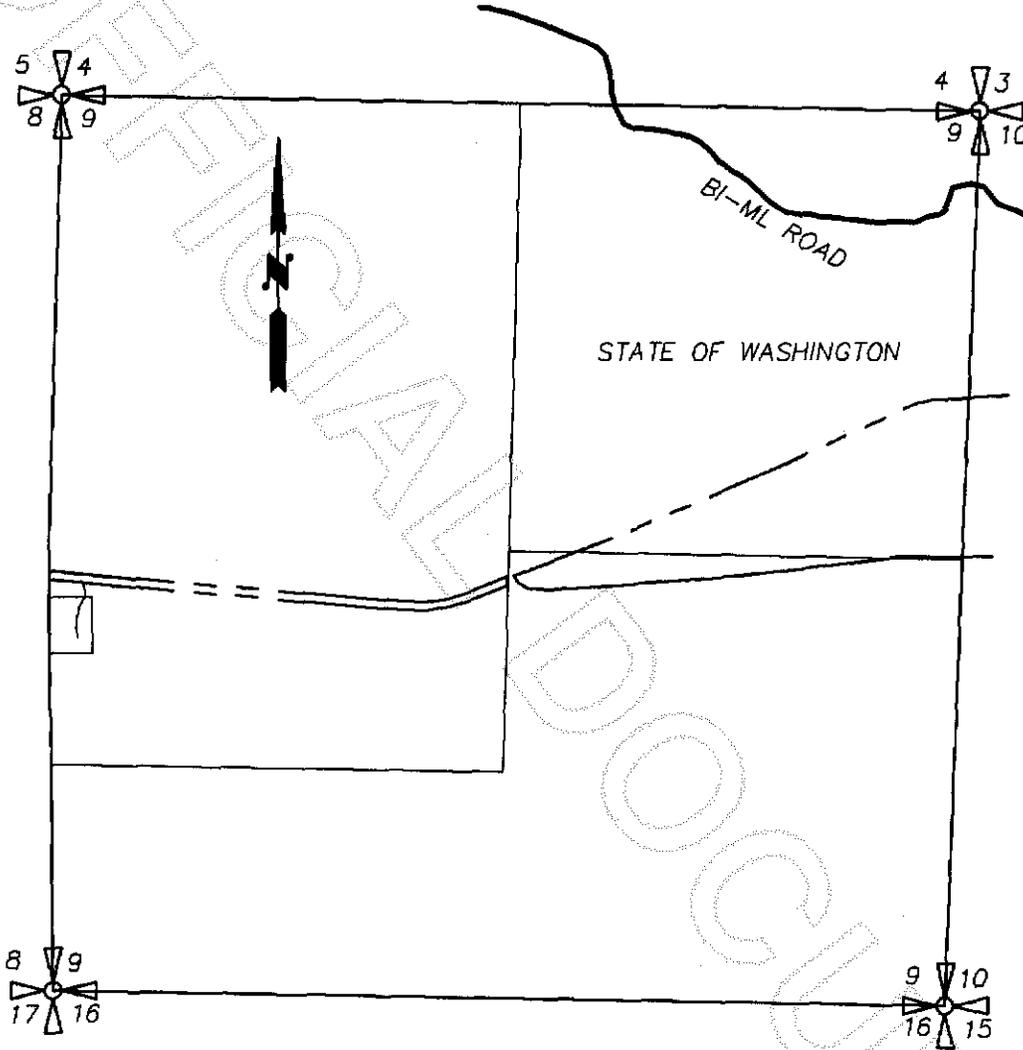


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**EXHIBIT B-4  
EASEMENT AREA**

**Grantee: Puget Sound Energy, Inc. / Grantor: State of Washington  
N½NE¼ of S9-T35N-R7E, W.M.  
Skagit County, Washington**



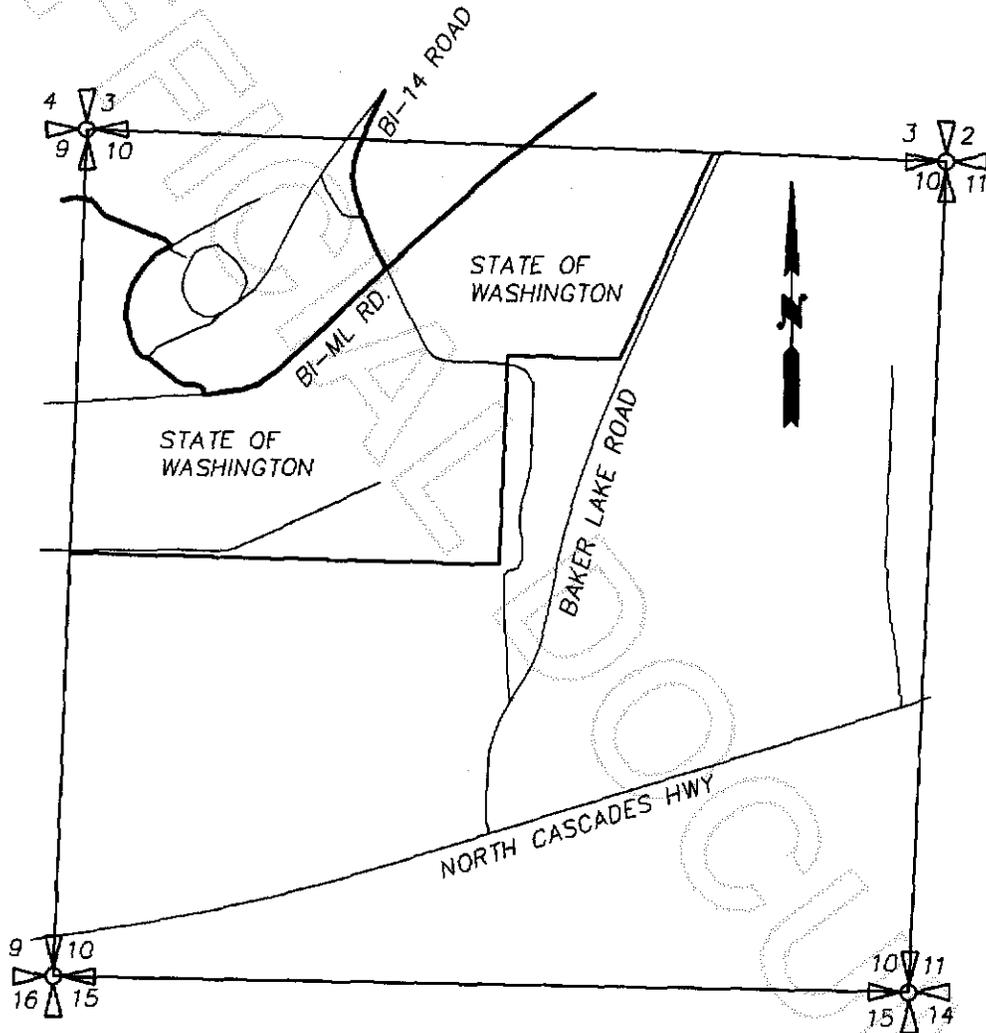
BI-ML ROAD SEC. 9  
APPX 2500 FT @ 40FT WIDE = 2.3 ACRES

Easement No. 50-085079



**EXHIBIT B-5  
EASEMENT AREA**

**Grantee: Puget Sound Energy, Inc. / Grantor: State of Washington  
NW¼ and NW¼NE¼ of S10-T35N-R7E, W.M.  
Skagit County, Washington**



**SCALE: 1"=1000 FEET**



BI-ML ROAD SEC. 10  
APPX 4600 FT @ 40FT WDE = 4.22 ACRES  
BI-14 ROAD SEC. 10  
APPX 900 FT @ 40 FT WDE = 0.83 ACRES



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Easement No. 50-085079

**EXHIBIT C  
BENEFITED PARCEL**

The North half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 3,

Together with the South half of the North half of Section 4,

All in Township 35 North, Range 7 East, W.M. located in Skagit County, Washington according to U. S. Government subdivision procedures.



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**EXHIBIT D  
HCP REQUIREMENTS**

1. The Grantee shall immediately notify the State of new locations of permit species covered in the Incidental Take Permit (ITP) that are discovered within the Easement Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
  
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the Easement Area the Grantee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Grantee may be required to take certain actions to help the State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.
  
3. Any Forest Practices Permit application submitted for activities on the Easement Area must comply with the ITP and HCP and identify that the Easement Area is within an area covered by a Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168.



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