

201101030219

Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GRANTOR: SKAGIT FARMERS SUPPLY
 GRANTEE: PUGET SOUND ENERGY, INC.
 SHORT LEGAL: Portion Government Lot 2 19-35-5
 ASSESSOR'S PROPERTY TAX PARCEL: P115435

GUARDIAN NORTHWEST TITLE CO.
 ACCOMMODATION RECORDING ONLY
 m9522

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SKAGIT FARMERS SUPPLY, a Washington 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:

THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND 75 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE SR 20 LINE SURVEY OF SR 20, SEDRO WOOLLEY EASTERLY:

THAT PART OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 E.W.M., DESCRIBED AS:

BEGINNING AT A POINT 1387.7 FEET NORTH AND 30 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 19; THENCE NORTH 86°11' EAST 624 FEET; THENCE SOUTHERLY PARALLEL WITH NOW EXISTING STATE HIGHWAY 70 FEET; THENCE SOUTH 86°11' WEST TO THE INITIAL POINT, THENCE SOUTH 02°53' WEST 332.4 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY; THENCE SOUTH 53°31' WEST ALONG SAID RIGHT-OF-WAY LINE 250 FEET; THENCE NORTH 02°53' EAST 455 FEET; THENCE NORTH 86°11' EAST 200 FEET TO THE INITIAL POINT, EXCEPT ANY PORTION OF SAID DESCRIBED AREA PREVIOUSLY CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES.

SITUATE IN THE CITY OF SEDRO WOOLLEY, 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:

See Exhibits "A1" and "A2" as hereto attached and by reference incorporated herein.

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

UG Electric 11/1998
 RW-077555/105064041
 NW 19-35-5

No monetary consideration paid

SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

easement
 JAN 03 2011

Amount Paid \$0
 Skagit Co. Treasurer
 Deputy *mam*

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 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 20th day of December, 2010.

GRANTOR:
SKAGIT FARMERS SUPPLY

BY: [Signature]

Title: Operations Manager

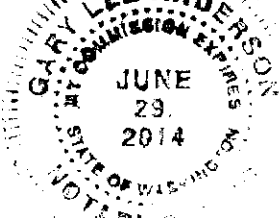
STATE OF WASHINGTON)

COUNTY OF)

) ss

On this 20th day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Eucker, to me known to be the person who signed as Operations Manager, of **SKAGIT FARMERS SUPPLY**, 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 **SKAGIT FARMERS SUPPLY** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **SKAGIT FARMERS SUPPLY**.

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



Gary Lee Anderson
(Signature of Notary)

Gary Lee Anderson
(Print or stamp name of Notary)

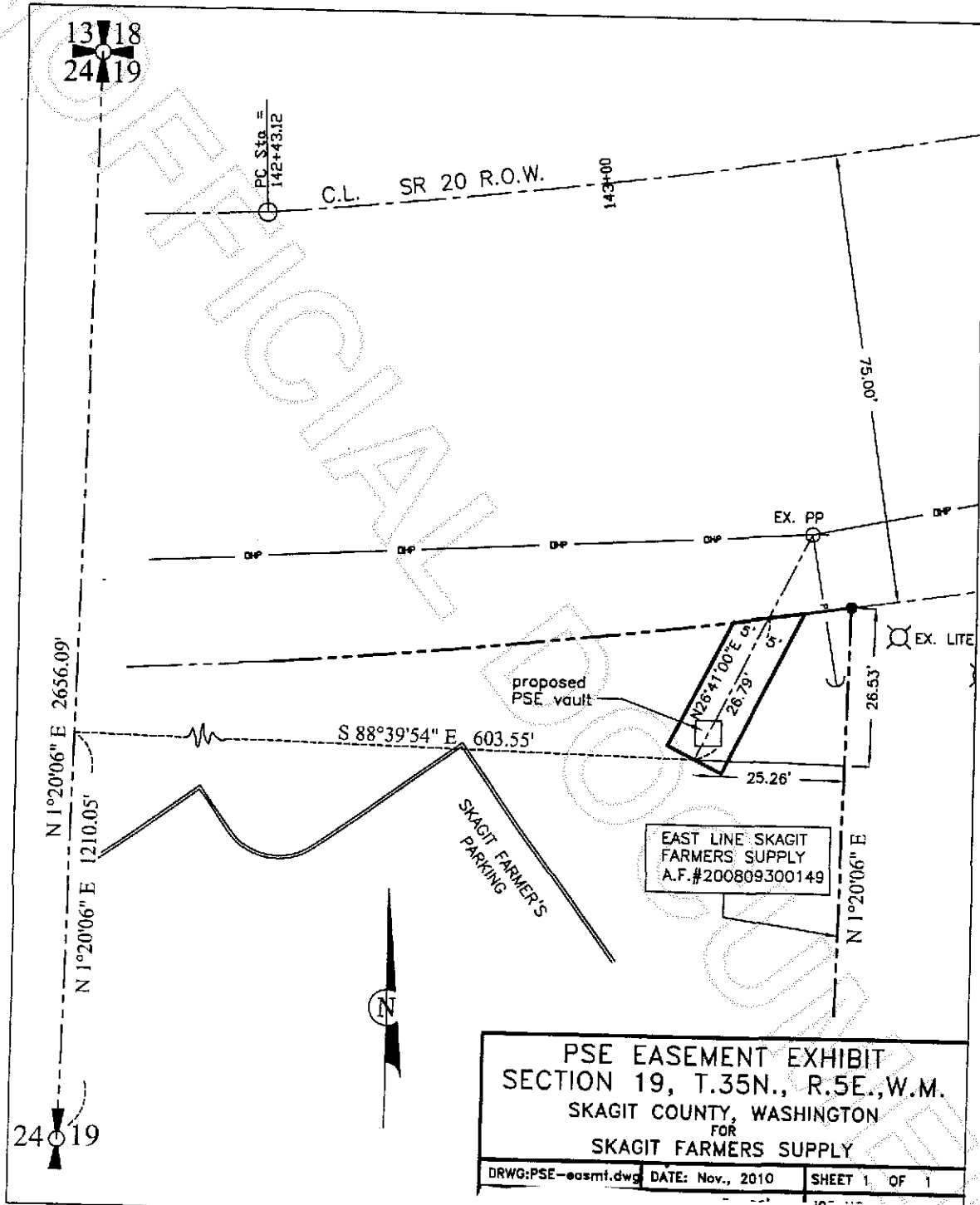
NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon, WA
My Appointment Expires: June 29, 2014

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



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EXHIBIT "A1"



Situate in the County of Skagit State of Washington.



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EXHIBIT "A2"

A strip of land 10 feet in width, over and across a portion of Government Lot 2, Section 19, Township 35 North, Range 5 East, W.M. of which the centerline is described as follows:

Commencing at the point of intersection of the southerly right-of-way margin of State Highway 20 and the Easterly line of that parcel conveyed to Skagit Farmers Supply on September 30, 2008 under Auditor's File No. 200809300149; thence South 1 Degree 20'06" West along said east line of Skagit Farmers Supply parcel a distance of 26.53 feet; thence North 88 Degrees 39'54" West, perpendicular to said East line a distance of 25.26 feet to the TRUE POINT OF BEGINNING; thence North 26 Degrees 41'00" East a distance of 26.79 feet, more or less, to the southerly right-of-way margin of said State Highway 20. The side lines of said 10 foot strip are either shortened or extended to intersect with the said southerly right-of-way margin.



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