



201211140061

Skagit County Auditor

11/14/2012 Page

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3 1:51PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: WHITFIELD/MITZEL, L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.

GUARDIAN NORTHWEST TITLE CO.

SHORT LEGAL: Portion Parcels A & B, BINDING SITE PLAN FOR ALLEGRE-MITZEL

ACCOMMODATION RECORDING ONLY

ASSESSOR'S PROPERTY TAX PARCEL: P62847/8022-000-002-0000 & P62852/3867-000-085-0301

m9691

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **WHITFIELD/MITZEL, L.L.C.**, a Washington limited liability company ("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:

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.

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-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

UG Electric 11/1998
RW-083258/104244172
Sw 5-34-4

No monetary consideration paid

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
NOV 14 2012

Amount Paid \$6
Skagit Co. Treasurer
By *nam* Deputy

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 5th day of November, 2012.

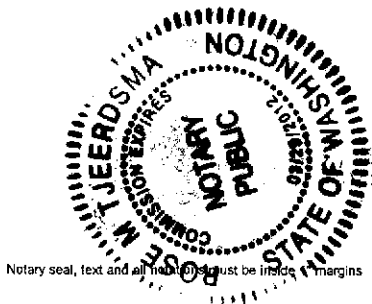
GRANTOR:
WHITFIELD/MITZEL, L.L.C.

BY: [Signature]
DANIEL R. MITZEL, Manager

STATE OF WASHINGTON)
COUNTY OF Skagit) ss

On this 6 day of Nov, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel R. Mitzel, to me known to be the manager of WHITFIELD/MITZEL, L.L.C., a Washington limited liability company, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

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



[Signature]
(Signature of Notary)

Rose M. Tjeerdsma
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Burlington
My Appointment Expires: 3/23/12



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EXHIBIT A

TRACT 1:

PARCEL "B" OF THAT CERTAIN "BINDING SITE PLAN FOR ALLEGRE-MITZEL", AS RECORDED January 11, 1991, IN VOLUME 10 OF SURVEYS, PAGES 181 THROUGH 183, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9101110040, AND BEING A PORTION OF LOTS 84 AND 85, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF PARCEL "A" OF SAID BINDING SITE PLAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", ALSO BEING THE NORTHEAST CORNER OF PARCEL "B" OF SAID BINDING SITE PLAN; THENCE SOUTH 8 DEGREES 06'32" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 666.29 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89 DEGREES 23'23" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A", 14.05 FEET; THENCE NORTH 8 DEGREES 04'15" WEST, 364.54 FEET; THENCE NORTH 8 DEGREES 06'32" WEST, 301.73 FEET TO THE NORTH LINE OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 28'15" WEST ALONG SAID NORTH LINE, 14.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RECIPROCAL EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES AND STORM DRAINAGE AS SET FORTH IN SAID BINDING SITE PLAN.

EXCEPT THAT PORTION OF PARCEL "B" OF BINDING SITE PLAN FOR ALLEGRE/MITZEL PARTNERSHIP, AS RECORDED IN BOOK 10 OF SURVEYS, AT PAGES 181 THROUGH 183, INCLUSIVE, BEING IN A PORTION OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 89 DEGREES 28'15" EAST ALONG NORTH LINE OF SAID PARCEL "B", 395.29 FEET; THENCE SOUTH 30 DEGREES 47'34" WEST, 29.24 FEET; THENCE SOUTH 46 DEGREES 15'56" WEST, 49.42 FEET; THENCE SOUTH 29 DEGREES 42'47" EAST, 22.51 FEET; THENCE NORTH 52 DEGREES 03'12" WEST, 25.43 FEET; THENCE SOUTH 80 DEGREES 46'29" WEST, 41.23 FEET; THENCE SOUTH 27 DEGREES 07'56" EAST, 44.80 FEET; THENCE SOUTH 59 DEGREES 31'00" WEST, 59.88 FEET; THENCE SOUTH 56 DEGREES 26'43" WEST, 35.77 FEET; THENCE SOUTH 25 DEGREES 04'00" WEST, 42.58 FEET; THENCE SOUTH 36 DEGREES 55'38" WEST, 61.78 FEET; THENCE SOUTH 67 DEGREES 00'01" WEST, 54.08 FEET; THENCE SOUTH 62 DEGREES 05'19" WEST, 39.32 FEET; THENCE SOUTH 88 DEGREES 36'54" WEST, 49.64 FEET; THENCE SOUTH 55 DEGREES 35'51" WEST, 43.66 FEET; THENCE SOUTH 3 DEGREES 23'32" WEST, 35.23 FEET; THENCE SOUTH 79 DEGREES 16'40" WEST, 3.57 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "B"; THENCE NORTH 0 DEGREES 30'19" WEST ALONG SAID WEST LINE, 352.68 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THAT PORTION OF LOT 85, "PLAT OF BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 85 THAT IS NORTH 88 DEGREES 55' WEST 1005.4 FEET AND 30 FEET NORTH OF THE SOUTH ¼ CORNER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE NORTH 629.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 85; THENCE NORTH 88 DEGREES 45' WEST ALONG THE NORTH LINE OF SAID LOT 85, A DISTANCE OF 207 FEET; THENCE SOUTH 629.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 85; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

SITUATE IN CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

