



200708270137  
Skagit County Auditor

8/27/2007 Page 1 of 3 1:39PM

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273**

**EASEMENT**

**GUARDIAN NORTHWEST TITLE CO.**

*M9082-7*

**GRANTOR: LOHINK, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion N½ 1-36-3  
ASSESSOR'S PROPERTY TAX PARCEL: P47501/360301-0-004-0000; P47528/360301-2-005-0203  
P119232/360301-0-003-0500**

**ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LOHINK, LLC, 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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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 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

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*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 20<sup>th</sup> day of Aug, 2007.

GRANTORS  
LOHINK, LLC

BY: Harold

Title: PARTNER / OWNER

STATE OF WASHINGTON )

COUNTY OF )

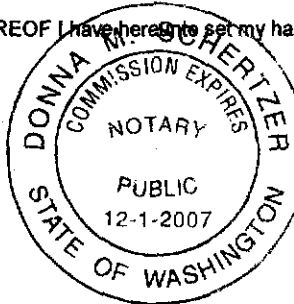
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 27 2007

Amount Paid \$ 0  
Skagit Co. Treasurer Deputy  
By Sp

On this 20 day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY LOHINK, to me known to be the person who signed as a member of LOHINK, LLC, the limited liability 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 LOHINK, LLC for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said LOHINK, LLC.

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



Donna M Schertzer  
(Signature of Notary)  
DONNA M SCHERTZER  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington

My Appointment Expires: 12-01-2007

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



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EXHIBIT "A"

That portion of the North ½ of Section 1, Township 36 North, Range 3 East W.M. described as follows:

Beginning at a point on the North line of said Section 1 that is South 88°30'26" East, a distance of 1,322.09 feet from the Northwest corner thereof; thence South 01°29'34" West, a distance of 425 feet; thence South 43°30'26" East a distance of 1,100.00 feet; thence South 88°30'26" East, a distance of 320.00 feet to an intersection with the Northwesterly line of a tract of land conveyed to Bruce McCaleb and Patricia McCaleb, husband and wife, by deed recorded February 21, 1998, under Auditor's File No. 9802130008; thence Southwesterly along said Northwesterly line to an intersection with the Northeasterly right of way line of the Lake Samish Road, as the same existed on January 25, 1939; thence Northwesterly along said Northeasterly right of way line to the North line of said Section 1; thence Easterly along said Northerly line to the point of beginning.

Together with that portion of Parcel A, Short Plat No. 53-73, dated October 12, 1973, approved November 26, 1973, records of Skagit County, Washington, described as follows:

That portion of Parcel A, Short Plat No. 53-73 lying Southwesterly of the Lake Samish Road and on the Northerly side of the following described line:

Beginning at the intersection of the west line of the Lake Samish Road as deeded under Auditor's File No. 349150 with the South line of the Northwest Quarter of Section 1, Township 36 North, Range 3 East W.M., all as shown on the survey for Bruce and Patti McCaleb recorded under Auditor's File No. 19912100159; thence North 41°19'18" West along said West line, a distance of 882.74 feet to the point of beginning of this line description: thence South 48°40'42" West, a distance of 64.25 feet; thence North 41°19'18" West, a distance of 145 feet, more or less, to the centerline of Bear Creek and the terminus of this line description.

Situate in the County of Skagit, State of Washington.



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