

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



200811200110
Skagit County Auditor

11/20/2008 Page 1 of 3 1:33PM

EASEMENT

GRANTOR: TADA, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Government Lot 2 north of SR 9 in 25-33-4
ASSESSOR'S PROPERTY TAX PARCEL: P17227 & P121695

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

M9266

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

UG Electric 11/1998
RW-070559/105054182
NE 25-33-4

No monetary consideration paid

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 10 day of Nov., 2008.

GRANTOR:
TADA, LLC

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

BY: Alfred N. Carlson
Alfred N. Carlson, Managing Member of TADA, LLC

NOV 20 2008

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

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 10th day of NOVEMBER, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Alfred N. Carlson** to me known to be the person(s) who signed as **Managing Member** of **TADA, LLC**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **TADA, 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 **TADA, LLC**.

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

Patricia Sneringer
(Signature of Notary)
PATRICIA SNEERINGER
(Print or stamp name of Notary)

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

My Appointment Expires: 9/21/09

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



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Skagit County Auditor

EXHIBIT "A"

That portion of Government Lot 2, Section 25, Township 33 North, Range 4 East W.M., lying north of State Route 9, and being within NEW PARCEL "A" as described in Quit Claim Deed to Carlson Family Investments, a Washington General Partnership, recorded under Auditor's File No. 200405200072, records of Skagit County, Washington, and being a portion of Lot 4, Short Plat No. 38-87, as approved on August 16, 1988, and recorded in Book 8 of Short Plats, pages 58 and 59, under Auditor's File No. 8808180023, records of Skagit County, Washington, being in Government Lots 2 and 3, and in the Northwest Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 4 East W.M.

ALSO all that portion of Government Lot 2 of Section 25, Township 33 North, Range 4 East W.M., lying north of State Highway 9, west of that certain tract of land conveyed to Delores Brown and David M. Brown, husband and wife, by deed dated July 24, 1973 and recorded as Auditor's File No. 788421, records of Skagit County, Washington and south of the following described line:

Beginning at a point on the north line of State Highway No. 9 at highway engineers station 81+00 as referred to in deed from Alfred N. Carlson, et ux, to the State of Washington, dated September 22, 1958, recorded November 5, 1958 under Auditor's File No. 572529; thence easterly along the northerly line of said Highway 9, 190 feet; thence North at right angles to said Highway, 325 feet to the TRUE POINT OF BEGINNING; thence West 750 feet, more or less, to a point on the west line of Government Lot 2 of said Section 25 and the terminus of this line description.

EXCEPT county road;

AND EXCEPT any portion conveyed to the State of Washington for highway purposes by deed dated September 22, 1958 and recorded November 5, 1958, under Auditor's File No. 572529.

Situate in the County of Skagit, State of Washington.



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