

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO BOX 90868 EST-06W
BELLEVUE, WA 98009
K. MCGILL



201004070060
Skagit County Auditor

4/7/2010 Page 1 of 2 3:21PM

ORIGINAL

EASEMENT

REFERENCE #: 101047166
GRANTOR: LAVENTURE PROPERTY, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: SE¼, S23, T35N, R4E (part of)
ASSESSOR'S PROPERTY TAX PARCEL: 4170-000-004-0234

015
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
APR 07 2010
Amount Paid \$ 1390
Skagit County Treasurer
By: CV Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, LAVENTURE PROPERTY, 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, along, across and through the following described real property ("Property" herein) in SKAGIT County, Washington:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

PARCEL B OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200704170179, RECORDS OF SKAGIT COUNTY, 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:

THE NORTH 5 FEET OF THE ABOVE DESCRIBED REAL PROPERTY COINCIDENT WITH THE SOUTH MARGIN OF COOK ROAD.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

