

**RETURN ADDRESS:**

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



**200903160140  
Skagit County Auditor**

**3/16/2009 Page 1 of 5 3:27PM**

**EASEMENT**

**GRANTOR: COMMONWEALTH HOLDINGS LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion Tr. 20 BURLINGTON ACREAGE & SW¼ NW¼ 32-35-4  
ASSESSOR'S PROPERTY TAX PARCEL: P62394, P62391, P38167, P122681**

**GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY**

*m9312*

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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

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RW-071981/105056324  
NW¼ 32-35-4

*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 9<sup>th</sup> day of March, 2009.

GRANTOR:  
COMMONWEALTH HOLDINGS LLC

BY COMMONWEALTH LIMITED PARTNERSHIP I  
Manager of COMMONWEALTH HOLDINGS LLC

BY: [Signature]  
Kendall D. Gentry, general partner of COMMONWEALTH LIMITED PARTNERSHIP  
Manager

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

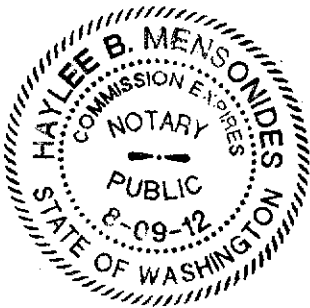
MAR 16 2009

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF                            )

On this 9<sup>th</sup> day of March, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KENDALL D. GENTRY, to me known to be the person who signed as general partner of COMMONWEALTH LIMITED PARTNERSHIP I, which limited partnership is the manager of COMMONWEALTH HOLDINGS 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 COMMONWEALTH HOLDINGS 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 COMMONWEALTH HOLDINGS LLC.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]  
(Signature of Notary)

Haylee B. Mensonides  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 08-09-2012

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



200903160140

Skagit County Auditor

**"EXHIBIT A"**

**PARCEL NUMBER 1**

THAT PORTION OF TRACT 20, "PLAT OF BURLINGTON ACREAGE PROPERTY" RECORDED IN VOLUME 1, OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON, AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF "WALLACE ADDITION TO BURLINGTON", RECORDED IN VOLUME 6, OF PLATS, PAGE 4, RECORDS OF SAID SKAGIT COUNTY, SAID POINT ALSO BEING ON THE WEST MARGIN OF OAK STREET, AS SHOWN ON SAID PLAT OF "WALLACE ADDITION TO BURLINGTON";

THENCE ALONG SAID WEST MARGIN OF OAK STREET, S1°35'07" WEST, A DISTANCE OF 152.07 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST MARGIN, NORTH 89°00'50" WEST, A DISTANCE OF 109.07 FEET;

THENCE SOUTH 1°19'08" WEST, A DISTANCE OF 70.00 FEET, TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 20;

THENCE ALONG SAID SOUTH LINE SOUTH 89°00'50" EAST, A DISTANCE OF 108.74 FEET, TO THE INTERSECTION WITH SAID WEST MARGIN OF OAK STREET;

THENCE ALONG SAID WEST MARGIN, NORTH 1°35'07" EAST, A DISTANCE OF 70.00 FEET, TO THE TRUE POINT OF BEGINNING.

**PARCEL NUMBER 2**

THAT PORTION OF TRACT 20, "PLAT OF BURLINGTON ACREAGE PROPERTY", RECORDED IN VOLUME 1, OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON, AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF "WALLACE ADDITION TO BURLINGTON", RECORDED IN VOLUME 6, OF PLATS, PAGE 4, RECORDS OF SAID SKAGIT COUNTY, SAID POINT ALSO BEING ON THE WEST MARGIN OF OAK STREET, AS SHOWN ON SAID PLAT OF "WALLACE ADDITION TO BURLINGTON";

THENCE ALONG SAID WEST MARGIN OF OAK STREET, S1°35'07" WEST, A DISTANCE OF 82.07 FEET, TO THE TRUE POINT OF BEGINNING;



THENCE LEAVING SAID WEST MARGIN, NORTH 89°00'50" WEST, A DISTANCE OF 95.09 FEET, TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 35.00 FEET;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°09'18", AN ARC LENGTH OF 14.76 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE, SOUTH 1°19'08" WEST, A DISTANCE OF 66.94 FEET, TO A POINT 70.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 20;

THENCE SOUTH 89°00'50" EAST, A DISTANCE OF 109.07 FEET TO THE INTERSECTION WITH SAID WEST MARGIN OF OAK STREET, TO A POINT 152.07 FEET SOUTH OF SAID NORTHWEST CORNER OF "WALLACE ADDITION TO BURLINGTON", AS MEASURED ALONG SAID WEST MARGIN OF OAK STREET;

THENCE ALONG SAID WEST MARGIN, NORTH 1°35'07" EAST, A DISTANCE OF 70.00 FEET, TO THE TRUE POINT OF BEGINNING.

**PARCEL NUMBER 3**

THAT PORTION OF TRACT 20, "PLAT OF BURLINGTON ACREAGE PROPERTY", RECORDED IN VOLUME 1, OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON, AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, COUNTY OF SKAGIT, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF "WALLACE ADDITION TO BURLINGTON", RECORDED IN VOLUME 6, OF PLATS, PAGE 4, RECORDS OF SAID SKAGIT COUNTY, SAID POINT ALSO BEING ON THE WEST MARGIN OF OAK STREET, AS SHOWN ON SAID PLAT OF "WALLACE ADDITION TO BURLINGTON";

THENCE NORTH 54°56'40" WEST, ALONG THE SOUTHWEST LINE OF PARCEL "B", AS SHOWN ON RECORD OF SURVEY FOR L. A. HENDRICKS, RECORDED UNDER AUDITORS FILE NUMBER 8002060006, RECORDS OF SAID COUNTY, A DISTANCE OF 189.92 FEET, TO THE INTERSECTION WITH THE NORTH LINE OF TRACT 20, BURLINGTON ACREAGE PROPERTY, RECORDED IN VOLUME 1, OF PLATS, PAGE 49, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE SOUTH HALF, OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE ALONG SAID WESTERLY PROLONGATION OF THE NORTH LINE OF SAID TRACT 20 AND SAID NORTH LINE OF THE SOUTH HALF, OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 32, NORTH 89°06'01" WEST, A DISTANCE OF 157.71 FEET, TO THE INTERSECTION WITH THE EAST MARGIN OF THE GREAT NORTHERN RAILWAY;

THENCE ALONG SAID EAST MARGIN, SOUTH 6°28'39" EAST, A DISTANCE OF 331.03 FEET, TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER, OF SAID SECTION 32;



THENCE ALONG SAID NORTH LINE, SOUTH  $89^{\circ}00'50''$  EAST, A DISTANCE OF 160.97 FEET, TO A POINT 108.76 FEET WEST OF SAID WEST MARGIN OF OAK STREET, MEASURED ALONG LAST DESCRIBED NORTH LINE;

THENCE LEAVING SAID NORTH LINE, NORTH  $1^{\circ}19'08''$  EAST, A DISTANCE OF 136.94 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $24^{\circ}09'18''$ , AN ARC LENGTH OF 14.76 FEET, TO A POINT ON A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE, SOUTH  $89^{\circ}00'50''$  EAST, A DISTANCE OF 95.09 FEET, TO SAID WEST MARGIN OF OAK STREET;

THENCE NORTH  $1^{\circ}35'07''$  EAST, ALONG SAID WEST MARGIN, 82.07 FEET, TO THE POINT OF BEGINNING.

