



200802250154

Skagit County Auditor

2/25/2008 Page 1 of 2 11:50AM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

**EASEMENT****GUARDIAN NORTHWEST TITLE CO.**

M9154-2

**GRANTOR: MILWAUKEE PARK APARTMENTS****GRANTEE: PUGET SOUND ENERGY, INC.****SHORT LEGAL: Portion Lots 6,7 & 8, Blk 9, Riverside Addition to Mount Vernon****ASSESSOR'S PROPERTY TAX PARCEL: P54190/3755-009-006-0204****ACCOMMODATION RECORDING ONLY**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **MILWAUKEE PARK APARTMENTS LIMITED PARTNERSHIP**, a Washington limited partnership ("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:

**THE WEST 30 FEET OF THE LOT 6, AND ALL OF LOTS 7 AND 8, BLOCK 9, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTH 19.50 FEET THEREOF.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

**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 – generally described as being located along the west line of the above described Property. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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

*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 17<sup>th</sup> day of FEBRUARY, 2008.

GRANTOR:

**MILWAUKEE PARK APARTMENTS LIMITED PARTNERSHIP, a Washington limited partnership**

By: **Compass Health Holdings, LLC, a Washington liability company, its General Partner**

By: **Compass Health, a Washington nonprofit corporation, its Managing Partner**

BY: Tom Sebastian

Tom Sebastian, President and CEO

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

easement  
FEB 25 2008

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

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

I certify that I know or have satisfactory evidence that **Tom Sebastian** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as **President and CEO of Compass Health, a Washington nonprofit corporation, the managing member of Compass Health Holdings LLC, the general partner of Milwaukee Park Apartments Limited Partnership**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

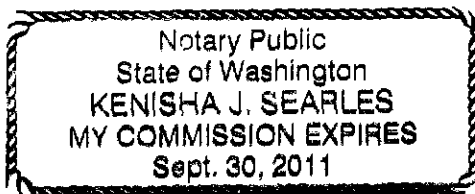
Dated: February 11, 2008

Kenisha Searles  
(Signature of Notary)

Kenisha Searles  
(Print or stamp name of Notary)

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

My Appointment Expires: Sept 30, 2011



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



Skagit County Auditor