



200906080135

Skagit County Auditor

6/8/2009 Page

1 of

7 11:42AM

RETURN ADDRESS:

Puget Sound Energy, Inc.

1660 PARK LANE
BURLINGTON WA 98233

Attn: L. McDaniel

Document Title:

Easement

Reference Number:

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

M4340

Grantor(s):

☐ additional grantor names on page ____

1. Punkin Center, L.L.C.

2.

Grantee(s):

☐ additional grantee names on page ____

1. Puget Sound Energy, Inc.

2.

Abbreviated legal description:

☒ full legal on page(s) 3

Ptn NW14-35N-06E

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P41204

RETURN ADDRESS:
Puget Sound Energy, Inc.
P.O. Box 97034 / PSE-10S
Bellevue, WA 98004
Attn: L. McDaniel

EASEMENT

REFERENCE #:
GRANTOR: Punkin Center, L.L.C.
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn NW14-35N-06E
ASSESSOR'S PROPERTY TAX PARCEL: P41204

ORIGINAL

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **Punkin Center, L.L.C., 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", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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:

SEE EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

A DIAGRAM DEPICTING THE LOCATION OF THE EASEMENT AREA IS ATTACHED HERETO AS EXHIBIT "C", AS A VISUAL AID ONLY.

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

Substation facilities. Fencing along the common property line, a gravel shoulder, and buried ground grids and ground mats, together with any necessary or convenient appurtenances 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.

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.

Ground Bus Easement

No monetary consideration paid



200906080135
Skagit County Auditor

6/8/2009 Page 2 of 7 11:42AM

DATED this 8th day of April, 2009
2007.

GRANTOR: Punkin Center, L.L.C. a Washington limited liability company

BY: [Signature]

ITS: Managing Member

STATE OF WASHINGTON)
COUNTY OF Skagit) SS.

On this 8th day of April, 2009, before me, the undersigned, personally appeared Robert Janick, to me known to be the Managing Member of PUNKIN CENTER, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

KEVIN B. MCGOFFIN
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 10-15-2009

[Signature]
Print Name Kevin B. McGoffin
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires 10-15-2009

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 08 2009

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

Ground Bus Easement



200906080135
Skagit County Auditor

EXHIBIT "A"
Property Legal Description

THE NORTH HALF OF THE NORTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST, OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1. THE NORTH 50 FEET THEREOF, AS CONVEYED TO THE PUGET SOUND AND BAKER RIVER RAILROAD COMPANY BY DEEDS RECORDED IN VOLUME 70 OF DEEDS, PAGE 185, AND IN VOLUME 64 OF DEEDS, PAGE 603, RECORDS OF SKAGIT COUNTY, WASHINGTON.
2. THE NORTH 15 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER.
3. THAT PORTION OF SAID PROPERTY CONVEYED TO PUGET SOUND POWER AND LIGHT COMPANY, A CORPORATION, BY DEED DATED APRIL 3, 1957, FILED APRIL 4, 1957, UNDER AUDITOR'S FILE NO. 549528, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALSO DESCRIBED THEREIN AS THE SOUTH 100 FEET OF THE WEST 100 FEET OF THE NORTH 739.62 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, LYING EASTERLY OF THE COUNTY ROAD KNOWN AS THE ENSLEY ROAD (CABIN CREEK ROAD) IN HAMILTON, WASHINGTON.
4. THAT PORTION CONVEYED BY THOMAS COOK TO THE STATE OF WASHINGTON BY DEED DATED FEBRUARY 5, 1958, FILED FEBRUARY 20, 1958, UNDER AUDITOR'S FILE NO 562027, RECORDS OF SKAGIT COUNTY, WASHINGTON AND RECORDED IN VOLUME 292 OF DEEDS, AT PAGE 621, RECORDS OF SKAGIT COUNTY, WASHINGTON.
5. THAT PORTION CONVEYED TO SKAGIT COUNTY, WASHINGTON, BY DEED DATED JULY 7, 1962, RECORDED JULY 30, 1962, AS AUDITOR'S FILE NO. 624432, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND RECORDED IN VOLUME 324 OF DEEDS, PAGE 715, DESCRIBED AS FOLLOWS:

A TRACT OF LAND 100 FEET IN WIDTH, LYING 50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER WHICH IS 672.67 FEET SOUTH OF THE NORTHEAST QUARTER CORNER THEREOF; THENCE SOUTH 56°12'20" WEST 1706.36 FEET TO THE WEST END OF THE STATE HIGHWAY BRIDGE AND THE TERMINAL POINT OF THIS LINE;

ALSO THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, LYING NORTHERLY OF THE GREAT NORTHERN RAILROAD RIGHT OF WAY;

EXCEPT ROAD RIGHTS OF WAY;

AND EXCEPT A 50 STRIP NORTH OF AND PARALLEL WITH SAID GREAT NORTHERN RAILROAD RIGHT OF WAY;

AND ALSO EXCEPT THAT PORTION OF SAID PREMISES LYING WESTERLY OF HARVEY DAVIS CREEK;

AND ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 16, BY DEED DATED AUGUST 12, 1964, RECORDED SEPTEMBER 21, 1964, UNDER AUDITOR'S FILE NO. 656103, RECORDS OF SKAGIT COUNTY, WASHINGTON;

6. THAT PORTION CONVEYED TO IMC INDUSTRY GROUP INC. BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 8610230040, RECORDS OF SKAGIT COUNTY, WASHINGTON
7. THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NOS. 562026, 654609, 659282, 659518, AND 659519 RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO ANY PORTION THEREOF TAKEN BY DECREE OF APPROPRIATION IN SKAGIT COUNTY SUPERIOR COURT CASE NO. 27870;

EXCEPT ANY PORTION LYING IN THE BED OF ALDER CREEK AND ALDER SLOUGH;

Ground Bus Easement



200906080135
Skagit County Auditor

AND EXCEPT FROM ALL THE ABOVE ANY PORTION LYING WITHIN ANY SKAGIT COUNTY ROAD RIGHT OF WAY, WASHINGTON STATE HIGHWAY, TOWN OF HAMILTON STREET OR THE PUGET SOUND AND BAKER RIVER RAILROAD RIGHT OF WAY

8. THAT PORTION LYING NORTH OF STATE ROUTE 20

9. LOT 1 TOWN OF HAMILTON SHORT PLAT NO. 94-01, APPROVED FEBRUARY 8, 1994, AND RECORDED FEBRUARY 11, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 58, UNDER AUDITOR'S FILE NO. 9402110124, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER.

TOGETHER WITH THAT PORTION OF VACATED ENSLEY ROAD AS MAY ATTACH BY OPERATION OF LAW;

SITUATED IN SKAGIT COUNTY, WASHINGTON

Ground Bus Easement



200906080135
Skagit County Auditor

6/8/2009 Page

5 of

7 11:42AM

Exhibit "B"
Easement Area Legal Description

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED EXCEPTION TRACT NUMBER 3;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID EXCEPTION TRACT A DISTANCE OF 3.67 FEET TO THE
TRUE POINT OF BEGINNING OF SAID EASEMENT AREA;
THENCE NORTHERLY, PERPENDICULAR WITH THE NORTH LINE OF SAID EXCEPTION TRACT A DISTANCE OF 6.00
FEET;
THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID EXCEPTION TRACT TO A POINT ON THE WEST
LINE OF THE PROPERTY, SAID POINT BEING 6.00 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID
EXCEPTION TRACT NUMBER 3;
THENCE SOUTHERLY ALONG THE WEST LINE OF THE PROPERTY A DISTANCE OF 6.00 FEET TO THE
NORTHWEST CORNER OF SAID EXCEPTION TRACT;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID EXCEPTION TRACT A DISTANCE OF 96.33 FEET, MORE OR
LESS, TO THE TRUE POINT OF BEGINNING.

Ground Bus Easement



200906080135
Skagit County Auditor

6/8/2009 Page 7 of 7 7:11:42AM