



200906260056

Skagit County Auditor

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RETURN ADDRESS:

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

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion Lots 3-5, Blk 1, MOORE'S ADD TO WOOLLEY
ASSESSOR'S PROPERTY TAX PARCEL: P76818/4167-001-008-0001

ACCOMMODATION RECORDING ONLY

M4345

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PATRICK A. RIMMER FAMILY 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, along, across and through the following described real property ("Property" herein) in Skagit County, Washington:

LOTS 3 THROUGH 5, BLOCK 1 OF "MOORE'S ADD. TO WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 62, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEDRO WOOLLEY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200811190086.

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:

See Exhibit "A" as hereto attached and by reference incorporated herein.

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

UG Electric 11/1998
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SW 24-35-4

No monetary consideration paid

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 16th day of June, 2009.

GRANTOR:

BY Patrick A. Rimmer
PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Title: Gen Partner

JUN 26 2009

STATE OF WASHINGTON)

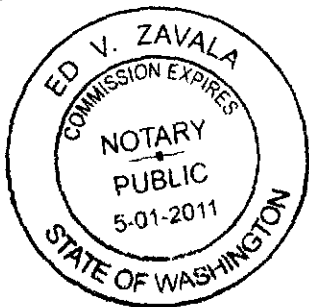
COUNTY OF)

) ss
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Amount Paid \$ 0
Skagit Co. Treasurer
By Sp Deputy

On this 16th day of JUNE, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PATRICK RIMMER to me known to be the person who signed as PATRICK A. RIMMER of **PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP**, the partnership 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 **PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP** for the uses and purposes therein mentioned; and on oath stated that was authorized to execute the said instrument on behalf of said **PATRICK A. RIMMER FAMILY LIMITED PARTNERSHIP**.

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



Ed Zavala
(Signature of Notary)

ED ZAVALA
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at SKAGIT CO

My Appointment Expires: 5/01/2011

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



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EXHIBIT "A"

That portion of Lots 3 through 5, Block 1, "MOORE'S ADD. TO WOOLLEY", as per plat recorded in Volume 2 of Plats, page 62, records of Skagit County, Washington more particularly described as follows:

Commencing at the intersection of the West line of said Lot 3 and the North margin of SR 20; thence North $0^{\circ}55'39''$ East along said West line for a distance of 1.60 feet to the true point of beginning; thence continuing North $0^{\circ}55'39''$ East along said West line for a distance of 10.36 feet to a point on the arc of a non tangential curve whose center bears North $15^{\circ}09'38''$ West having a radius of 89.50 feet; thence Northeasterly along the arc of said curve through a central angle of $59^{\circ}34'41''$ for a distance of 93.07 feet; thence North $0^{\circ}35'40''$ East for a distance of 63.34 feet to the North line of said Lot 5; thence South $88^{\circ}16'30''$ East along said North line for a distance of 10.00 feet; thence South $0^{\circ}35'40''$ West for a distance of 64.40 feet to a point on the arc of a non tangential curve whose center bears North $75^{\circ}29'57''$ West having a radius of 99.50 feet; thence Southwesterly along the arc of said curve through a central angle of $61^{\circ}59'33''$ for a distance of 107.66 feet to the West line of said Lot 3 and the true point of beginning.

Situate in the County of Skagit, State of Washington.



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