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Skagit County Auditor \$78.00  
8/21/2017 Page 1 of 5 1:42PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right-of-Way  
1660 Park Lane  
Burlington, WA 98233



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

**EASEMENT**

*m 16050*

**REFERENCE #:**

GRANTOR (Owner): **Campbell 1, LLC; Campbell 2, LLC; Campbell 3, LLC**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn NW19-35N-05E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P39548 (350519-0-099-0005); P39549 (350519-0-100-0002); P39546 (350519-0-098-0014)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Campbell 1, LLC**, a Washington Limited Liability Company, **Campbell 2, LLC**, a Washington Limited Liability Company, and **Campbell 3, LLC**, a Washington Limited Liability Company ("Owners" herein), hereby grant and convey to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "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 PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows: A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**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*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*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.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend 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.

**NO COMPENSATION PAID**

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 9 day of August, 2008.

**OWNERS:**

As to Parcel P39548: **Campbell 1, LLC**, a Washington Limited Liability Company,

As to Parcel P39549: **Campbell 2, LLC**, a Washington Limited Liability Company,

As to Parcel P39546: **Campbell 3, LLC**, a Washington Limited Liability Company,

**All By: L & L Campbell Holdings, LLC**, a Washington Limited Liability Company

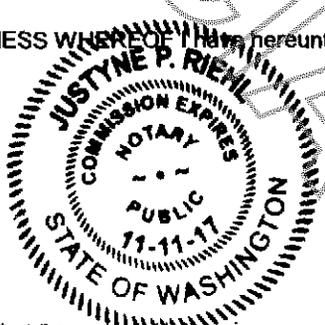
By:   
Larry Campbell, Member

By:   
Lance Campbell, Member

STATE OF WASHINGTON )  
COUNTY OF Skaat ) ss

On this 9 day of August, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Campbell, to me known to be the person who signed as member of L & L Campbell Holdings, LLC, the Washington limited liability company acting as member of Campbell 1, LLC, Campbell 2, LLC, & Campbell 3, LLC, Washington limited liability companies, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of L & L Campbell Holdings, LLC as member of Campbell 1, LLC, Campbell 2, LLC, & Campbell 3, LLC, for the uses and purposes therein mentioned; and on oath stated that he was authorized as said member of the company to execute the said instrument on behalf of L & L Campbell Holdings, LLC and that the company was authorized to execute said instrument on behalf of Campbell 1, LLC, Campbell 2, LLC, & Campbell 3, LLC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
(Signature of Notary)  
JUSTYNE P. RIEHL

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Sedro Woolley  
My Appointment Expires: 11-11-17

Notary seal, text and all notations must be inside margins

UNREGISTERED DOCUMENT

EXHIBIT "A" – LEGAL DESCRIPTION

**CAMPBELL 1, LLC - PARCEL #P39548 (350519-0-099-0005)**

THAT PORTION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 200 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 19;  
THENCE WEST 380 FEET;  
THENCE SOUTH TO THE NORTH LINE OF THE FORMER GREAT NORTHERN RAILROAD RIGHT-OF-WAY;  
THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID RAILWAY TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;  
THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT STATE HIGHWAY 20 AND ROAD RIGHTS-OF-WAY, ALSO

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4, WHICH POINT BEARS SOUTH 88°37'00" EAST (DESCRIBED AS BEING EAST IN ADJACENT DEEDS OF RECORD), A DISTANCE OF 1,745.07 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST ¼ OF SECTION 19, AND BEARS NORTH 88°37'00" WEST A DISTANCE OF 580.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST 1/4;  
THENCE SOUTH 01°20'00" WEST (DESCRIBED AS BEING SOUTH 00°03'00" EAST IN ADJACENT DEEDS OF RECORD), ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 599.82 FEET TO A POINT ON THE NORTH LINE OF STATE HIGHWAY 20;  
THENCE NORTH 54°20'32" EAST ALONG THE NORTH LINE OF SAID STATE HIGHWAY 20 A DISTANCE OF 332.33 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTED PARCEL;  
THENCE CONTINUING NORTH 54°20'32" EAST THE NORTH LINE OF SAID STATE HIGHWAY 20 A DISTANCE OF 155.00 FEET;  
THENCE NORTH 35°39'28" WEST A DISTANCE OF 155.00 FEET;  
THENCE SOUTH 54°20'32" WEST A DISTANCE OF 110.00 FEET;  
THENCE SOUTH 35°39'28" EAST A DISTANCE OF 155.00 FEET TO THE TRUE POINT OF BEGINNING;

ALSO, EXCEPT A TRIANGULAR TRACT BEGINNING AT THE POINT WHERE THE WEST LINE OF THE ABOVE DESCRIBED EXCEPTED PARCEL INTERSECTS THE NORTH LINE OF STATE HIGHWAY 20  
THENCE SOUTHWESTERLY, ALONG THE NORTH LINE OF SAID STATE HIGHWAY 20 A DISTANCE OF 51 FEET;  
THENCE NORTHERLY IN A DIRECT LINE TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED EXCEPTED PARCEL;  
THENCE SOUTH 35°39'28" EAST A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST ¼, WHICH POINT BEARS SOUTH 88°37'00" EAST (DESCRIBED AS BEING EAST IN ADJACENT DEEDS OF RECORD), A DISTANCE OF 1,745.07 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST ¼ OF SECTION 19, AND BEARS NORTH 88°37'00" WEST A DISTANCE OF 580.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST ¼;  
THENCE SOUTH 01°20'00" WEST (DESCRIBED AS BEING SOUTH 00°03'00" EAST IN ADJACENT DEEDS OF RECORD), ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID NORTHWEST ¼, A DISTANCE OF 479.82 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 01°20'00" EAST A DISTANCE OF 120.00 FEET FROM THE NORTH LINE OF STATE HIGHWAY 20, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS EXCEPTED PARCEL;  
THENCE SOUTH 01°20'00" WEST A DISTANCE OF 120.00 FEET TO THE NORTH LINE OF SAID STATE HIGHWAY 20;  
THENCE NORTH 54°20'32" EAST ALONG THE NORTH LINE OF SAID STATE HIGHWAY 20, A DISTANCE OF 120.00 FEET;  
THENCE NORTH 35°39'28" WEST TO A POINT THAT IS DUE EAST OF THE TRUE POINT OF BEGINNING.  
THENCE WEST TO THE TRUE POINT OF BEGINNING.  
SITUATE IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**CAMPBELL 2, LLC - PARCEL #P39549 (350519-0-100-0002)**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, WHICH POINTS BEARS SOUTH 88°37'00" EAST (DESCRIBED AS BEING EAST IN ADJACENT DEEDS OF RECORD), A DISTANCE OF 1745.07 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, AND BEARS NORTH 88°37'00" WEST A DISTANCE OF 580.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 1°20'00" WEST (DESCRIBED AS BEING SOUTH 0°03'00" EAST IN THE ADJACENT DEEDS OF RECORD) ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 599.82 FEET TO A POINT ON THE NORTH LINE OF STATE HIGHWAY 20;

THENCE NORTH 54°20'32" EAST ALONG THE NORTH LINE OF SAID STATE HIGHWAY, A DISTANCE OF 332.33 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 54°20'32" EAST ALONG THE NORTH LINE OF SAID STATE HIGHWAY, A DISTANCE OF 110.00 FEET;

THENCE NORTH 35°39'28" WEST A DISTANCE OF 155.00 FEET;

THENCE SOUTH 54°20'32" WEST A DISTANCE OF 110.00 FEET;

THENCE SOUTH 35°39'28" EAST, A DISTANCE OF 155.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO A TRIANGULAR TRACT BEGINNING AT A POINT WHERE THE WEST LINE OF ABOVE DESCRIBED PROPERTY INTERSECTS THE STATE HIGHWAY;

THENCE SOUTHERLY ALONG HIGHWAY NORTH BOUNDARY 51 FEET;

THENCE NORTHERLY IN DIRECT LINE TO NORTHWEST CORNER OF THE ABOVE TRACT;

THENCE SOUTHERLY TO A POINT OF BEGINNING.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.

**CAMPBELL 3, LLC - PARCEL #P39546 (350519-0-098-0014)**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19;

THENCE WEST A DISTANCE OF 200 FEET;

THENCE SOUTH TO THE NORTH LINE OF THE SEATTLE AND NORTHERN RIGHT-OF-WAY;

THENCE EAST ALONG SAID NORTH LINE OF SAID RIGHT-OF-WAY TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 414778, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.