



200209270022  
Skagit County Auditor

9/27/2002 Page 1 of 6 9:27AM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273

**EASEMENT**

FIRST AMERICAN TITLE CO.  
**ACCOMMODATION RECORDING ONLY**

GRANTOR: BURLINGTON DOUGHNUT SITE LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: TR. 3 of Burlington BSP (Haggen Center) in NE 6-34-4  
ASSESSOR'S PROPERTY TAX PARCEL: P119328

M 7925

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **BURLINGTON DOUGHNUT SITE LLC, a Washington Limited Liability Company and KREMEWORKS WASHINGTON 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:

**LOT 3 OF CITY OF BURLINGTON BINDING SITE PLAN ENTITLED HAGGEN CENTER BINDING SITE PLAN No. 1, RECORDED ON JULY 10, 2002, UNDER AUDITOR'S FILE NO. 200207100176, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 1, IN SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

**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:

**THE WEST 10 FEET AND THE NORTH 10 FEET OF THE ABOVE DESCRIBED TRACT.**

**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 underground utility systems for purposes of transmission, distribution and sale of electricity. Such underground 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 except those shown on LANDSCAPING PLAN as shown on Exhibit A attached hereto and by reference incorporated herein. Grantee shall also have the right to

UG Electric 11/1998  
39361/105018832  
NE 6-34-4

*No monetary consideration was paid*

control, on a continuing basis and by any prudent and reasonable means the growth of brush, trees or other vegetation in the Easement Area which are deemed to be inconsistent with the rights granted herein.

**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 9-11-02 day of SEPTEMBER, 2002.

**GRANTOR:**

**BURLINGTON DOUGHNUT SITE LLC**

BY: Arthur L. Wahl  
MANAGER  
Title

**KREMEWORKS WASHINGTON LLC**

BY: Jayson Lee  
General Manager  
Title

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 27 2002

Amount Paid \$  
Skagit Co. Treasurer  
By Da Deputy



200209270022

Skagit County Auditor

STATE OF WASHINGTON

)  
) ss

COUNTY OF

On this 11<sup>th</sup> day of Sept, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARTHUR C. WAHL, to me known to be the person who signed as a member of **BURLINGTON DOUGHNUT SITE 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 **BURLINGTON DOUGHNUT SITE 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 **BURLINGTON DOUGHNUT SITE LLC**.

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

Carrie R. Pegel  
(Signature of Notary)

Carrie R. Pegel  
(Print or stamp name of Notary)

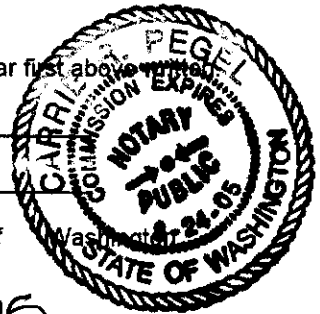
NOTARY PUBLIC in and for the State of

residing at

Bonelli, WA

My Appointment Expires:

8/24/05



STATE OF WASHINGTON

)  
) ss

COUNTY OF

On this 11<sup>th</sup> day of Sept., 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAYSON LEVICH, to me known to be the person who signed as a member of **KREMEWORKS WASHINGTON 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 **KREMEWORKS WASHINGTON 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 **KREMEWORKS WASHINGTON LLC**.

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

Carrie R. Pegel  
(Signature of Notary)

Carrie R. Pegel  
(Print or stamp name of Notary)

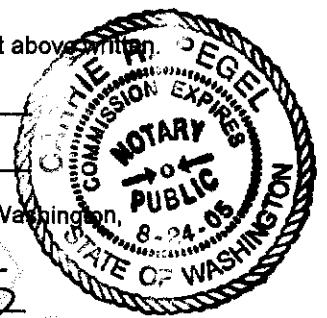
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Notary seal, text and all notations must be inside 1" margins



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# EXHIBIT A

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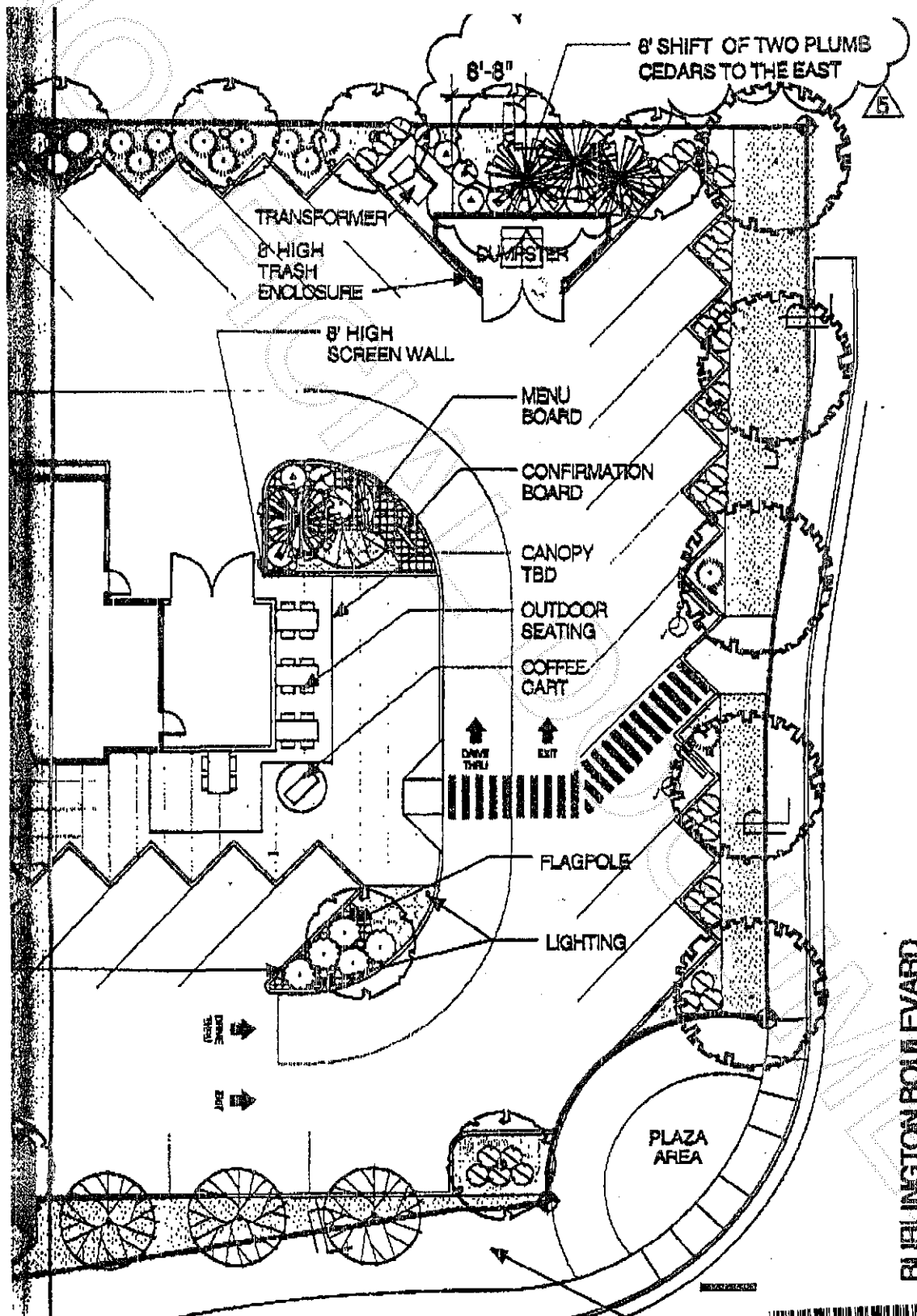
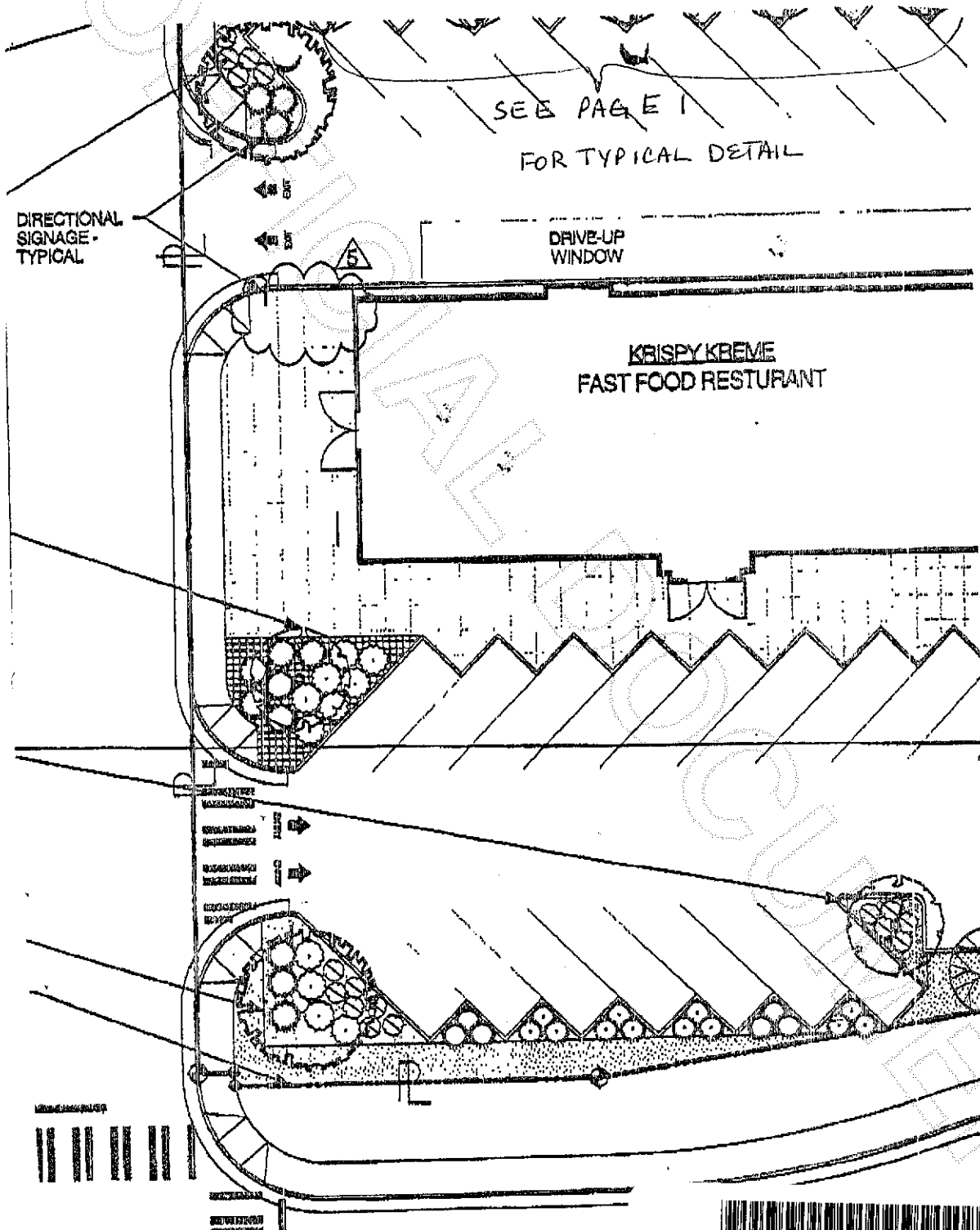


EXHIBIT A

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# EXHIBIT A

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## PLANT SCHEDULE

SYMBOL	ESTIMATED QTY. *	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
	7	<i>Acer Rubrum</i> 'Red Sunset'	Red Sunset Maple	2" Cal.	As shown	Deciduous
	13	<i>Malus sargentii</i>	Sargent Crabapple	2" Cal.	As shown	Deciduous
	4	<i>Prunus serrulata</i> 'Mt. Fuji'	Mt. Fuji Cherry	2" Cal.	As shown	Deciduous
	4	<i>Cryptomeria japonica</i> 'Elegans'	Plume Cedar	6" ht. min.	As shown	Evergreen
	12	<i>Azalea</i>	Azalea	12-15" spread	30-36" o.c.	Evergreen; low, white flower
	41	<i>Cistus purpureus</i>	Orchid Rockrose	2 Gal.	30-36" o.c.	Evergreen
	19	<i>Escallonia</i> 'Newport Dwarf'	Escallonia	2 Gal.	30-36" o.c.	Evergreen; low, red/pink flower
	54	<i>Ilex crenata</i>	Japanese Holly	2 Gal.	30-36" o.c.	Evergreen
	14	<i>Platanus Japonica</i>	Lily-of-the-Valley Shrub	2 Gal.	30-36" o.c.	Evergreen; 6-8" ht.
	15	<i>Rhododendron</i> 'P.J.M.'	'P.J.M.' Rhododendron	18-21" spread	30-36" o.c.	Evergreen
	140 SF	Annual Color	Salvia	4" pot.	12" o.c.	
	327 SF	<i>Anacostaphylos uva-ursi</i>	Kinnikinnick	4" pot.	12" o.c.	Evergreen
	340 SF	<i>Viola Minor</i>	Periwinkle	4" pot.	12" o.c.	Evergreen
	1,375 SF	Sod				Emerald Turf/JB Sod or equivalent; use fescue/rye blends



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