



200210280103

Skagit County Auditor

10/28/2002 Page 1 of 3 11:12AM

**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

M7943

GRANTOR: POWELL-ANACORTES LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Ptn Government Lot 2 19-35-2  
ASSESSOR'S PROPERTY TAX PARCEL: P32947

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **POWELL-ANACORTES 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:

**PARCEL B AS DELINEATED ON THAT CERTAIN SURVEY FILED IN VOLUME 15 OF SURVEYS, AT PAGES 45 AND 46, AND RECORDED DECEMBER 1, 1993 UNDER AUDITOR'S FILE NO. 9312010077, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 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:

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

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.

UG Electric 11/1998  
38608/104073488  
NW 19-35-2(39560)

*No monetary consideration was paid*

**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.

DATED this 18 day of October, 2002.

GRANTOR:  
**POWELL-ANACORTES LLC**  
BY: [Signature]  
ITS: Manager

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

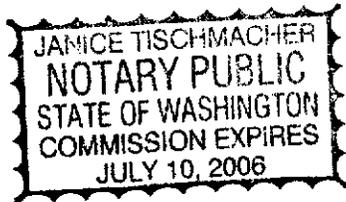
OCT 28 2002

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 18 day of October, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter W. Powell, to me known to be the person who signed as manager of **POWELL-ANACORTES 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 **POWELL-ANACORTES 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 **POWELL-ANACORTES LLC**.

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



Janice Tischmacher  
(Signature of Notary)  
Janice Tischmacher  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Portland, WA

My Appointment Expires: 7-10-06

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



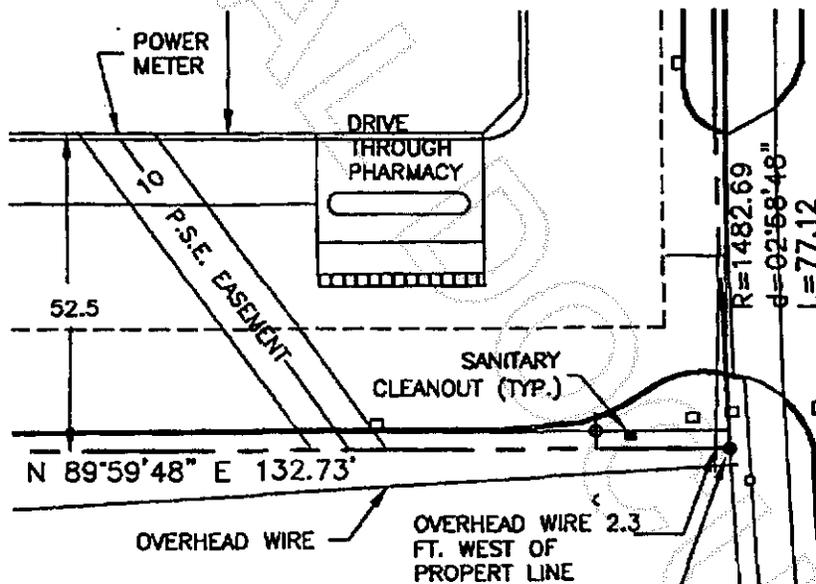
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EXHIBIT A

**WALGREENS  
EASEMENT TO P.S.E. FOR UNDERGROUND POWER**

**LEGAL DESCRIPTION:**

A STRIP OF LAND TEN (10.00) FEET IN WIDTH BEING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL "B" THAT IS 61.80 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 35°23'21" WEST A DISTANCE OF 64.24 FEET TO THE WALGREENS BUILDING.



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