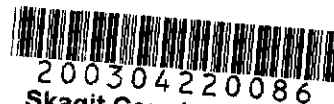


**RETURN ADDRESS:**

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



200304220086

Skagit County Auditor

4/22/2003 Page

1 of

3 11:16AM

**EASEMENT**

GRANTOR: **SKAGIT REMODELING, INC.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion NW¼ NE¼ 25-35-1**

ASSESSOR'S PROPERTY TAX PARCEL: **350125-0-039-0004/P31997; 350125-0-043-0008/P32003**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

ME117

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SKAGIT REMODELING, INC., a Washington corporation** ("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:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally described as follows: Beginning at a point that is 5 feet west of the west line of H Avenue in the City of Anacortes and 149 feet, more or less, (as measured along said west line) south of the intersection of said west line of H Avenue with the South line of 32<sup>nd</sup> Street; thence north parallel with and 5 feet distant from said west line to a point that is 30 feet, more or less, (as measured along said west line) south of the intersection of said west line of H Avenue with the South line of 32<sup>nd</sup> Street; thence in a northwesterly direction to an intersection with a line parallel with and 5 feet distant from said South line of 32<sup>nd</sup>; thence westerly parallel with and 5 feet distant from said South line of 32<sup>nd</sup> to a point 85 feet, more or less, (as measured along said south line of 32<sup>nd</sup> Street) east of the west line of the above described property and the terminus of this line.

**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.

UG Electric 11/1998  
42538/105023155  
NE 25-35-1

*No monetary consideration was paid.*

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 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 17th day of April, 2003.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

of Skagit Remodeling, INC.

STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_ )

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 22 2003

Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer

By \_\_\_\_\_ Deputy

On this 17th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeremy Robertson to me known to be the person who signed as Vice President of SKAGIT REMODELING, INC., the 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 SKAGIT REMODELING, INC. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said SKAGIT REMODELING, INC.

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

SHARON R. ANTHONY  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 9-6-2005

Sharon R. Anthony  
(Signature of Notary)

Sharon R. Anthony  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon

My Appointment Expires: 9-6-05

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



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Skagit County Auditor

## EXHIBIT A

### PARCEL "A":

That portion of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at the Southwest corner of the above mentioned subdivision;  
Thence North along the West line thereof for 230 feet to the true point of beginning;  
Thence continuing North along said West line for 225 feet;  
Thence East for 238 feet, more or less, to the West line of that certain road conveyed to the City of Anacortes under Auditor's File No. 468818, records of Skagit County, Washington;  
Thence Southwesterly along the West line of said road to a point that lies East of the point of beginning;  
Thence West for 135 feet to the true point of beginning;  
EXCEPT that portion conveyed to the City of Anacortes by Deed dated October 2, 1909, recorded December 7, 1910 under Auditor's File No. 80258, records of Skagit County, Washington;  
ALSO EXCEPT that portion conveyed to the City of Anacortes by Deed dated February 28, 1989, recorded March 7, 1989, under Auditor's File No. 8903070045, records of Skagit County, Washington

### PARCEL "B":

That portion of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at the Southwest corner of the above mentioned subdivision;  
Thence North along the West line thereof for 230 feet;  
Thence East for 135 feet to the West line of that certain road described in a deed to the City of Anacortes and recorded under Auditor's File No. 468818, records of Skagit County, Washington;  
Thence Southwesterly along said West line to the South line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter;  
Thence West along the South line for 64 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor