

RETURN ADDRESS:

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



200308040105

Skagit County Auditor

8/4/2003 Page

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2 11:26AM

EASEMENT

GRANTOR: CHECK, CHECK & RHODES, LLC

GRANTEE: PUGET SOUND ENERGY

SHORT LEGAL: Portion Block 1113 and 1114, N P Add. to Anacortes

ASSESSOR'S PROPERTY TAX PARCEL: P58242; P58243; P58244; P58245; P58246; P58247

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

m8153

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid **CC & R DEVELOPMENT, LLC**, a Washington limited liability company who acquired title as **CHECK, CHECK & RHODES, 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 A:

LOTS 1 TO 20, INCLUSIVE, BLOCK 1113, NORTHERN PACIFIC ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

LOTS 14 TO 22, INCLUSIVE, BLOCK 1114, NORTHERN PACIFIC ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 SOUTH 10 FEET OF PARCEL A ADJACENT TO WEST 7TH STREET AS SHOWN ON SAID PLAT, THE NORTH 10 FEET OF PARCEL B ADJACENT TO WEST 7TH STREET AS SHOWN ON SAID PLAT AND THE EAST 10 FEET OF PARCEL A ADJACENT TO KANSAS AVENUE AS SHOWN ON SAID PLAT.

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
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SE 23-35-1

No monetary consideration was paid

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 28 day of JULY, 2003.

GRANTOR:

BY: John P. Rhodes
John P. Rhodes

Title: Manager/Owner

STATE OF WASHINGTON)

COUNTY OF SKAGIT) SS

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 04 2003

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

On this 28th day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn/personally appeared John P. Rhodes, to me known to be the person who signed as a member of CC & R DEVELOPMENT, 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 CC & R DEVELOPMENT for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said CC & R DEVELOPMENT.

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



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

Patricia R. Sneeringer
(Signature of Notary)
PATRICIA R. SNEERINGER
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at MT VERNON

My Appointment Expires: 9/21/2005



200308040105
Skagit County Auditor