



200311030367  
Skagit County Auditor

11/3/2003 Page 1 of 3 1:52PM

**RETURN ADDRESS:**

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

**EASEMENT**

GRANTOR: FAST BREAK ENTERPRISES, L.L.C.  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portions South half of NE1/4 19-35-4  
ASSESSOR'S PROPERTY TAX PARCEL: P36908/350419-1-012-008; P36909/350419-1-012-0107

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

11/2/03

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **FAST BREAK ENTERPRISES, L.L.C., 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:

**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 on the East line of the above described Property, said point being 40 feet, more or less, south of the South line of Regency Place as shown on the face of the above referenced Short Plat; thence northwesterly to a point in said Regency Place being 35 feet, more or less, west of the East line of the above described Property; thence northerly parallel to said East line, 400 feet, more or less; thence Northwesterly 250 feet, more or less, to the terminus of this centerline.

**This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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

UG Electric 10/2003  
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*No monetary consideration was paid*

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 22<sup>nd</sup> day of OCTOBER, 2003.

GRANTOR:  
FAST BREAK ENTERPRISES, L.L.C.

BY: [Signature]

BY: JAMES J. DUFFY

STATE OF WASHINGTON )

COUNTY OF SANIT

) SS  
)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 03 2003

Amount Paid  
Skagit Co. Treasurer  
By [Signature] Deputy

On this 22 day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James J. Duffy, to me known to be the person who signed as a member of «GRANTOR», 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 **FAST BREAK ENTERPRISES, L.L.C.** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **FAST BREAK ENTERPRISES, L.L.C.**

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

[Signature]  
(Signature of Notary)

James J. Duffy  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Skagit Co.

My Appointment Expires: Oct 5, 2005



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Skagit County Auditor

EXHIBIT "A"

That portion of the following described Parcels "A", "B", and "C" lying southerly of an arc line described as follows:

Beginning at a point on the West line of Parcel "A" below described, 1000 feet Northwesternly of the intersection of the centerlines of Cook Road and Interstate 5; Thence Easterly along the arc of a curve whose radius is 1000 feet and whose central point is said intersection of the centerline of Cook Road and Interstate 5 to the Westerly line of the Sam Bell right of way and the terminus of this arc line:

Parcel "A":

Lots A and B, Short Plat No. 22-82, approved July 29, 1982, recorded July 29, 1982 in Book 6 of Short Plats, page 6, under Auditor's File No. 8207290006 and being a portion of the South 1/2 of the Northeast Quarter of Section 19, Township 35 North, Range 4 East, W.M.

Parcel "B":

That portion of the Southeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 4 East, W.M. described as follows:

Beginning at a point on the Westerly line of what is commonly know as the S.L. Bell Road, as said road existed on August 9, 1920, where said westerly line intersects the North line of said subdivision; thence West along said North line, 436 feet; thence Southerly and Easterly parallel with the Westerly line of the above mentioned S.L. Bell Road, 500 feet; thence Easterly at right angles to a point on the Westerly of said S.L. Bell Road, that is 500 feet Southeasterly as measured along said road, from the point of beginning; thence Northerly and Westerly along said westerly line, 500 feet to the point of beginning.

Parcel "C":

That portion of the Southeast Quarter of the Northeast Quarter of Section 19, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence North 87 degrees 32' 12" West along the North line of said subdivision, 711.36 feet to the West right of way line of Old Highway 99; thence South 5 degrees 37' 37" East along said Highway right of way 500 feet to the point of beginning; thence North 87 degrees 32' 12" West 436.0 feet; thence South 81 degrees 47' 07" East, 444.57 feet to the West line of Old Highway 99; thence North 5 degrees 37' 37" West along said line 45.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

