



200605080159

Skagit County Auditor

5/8/2006 Page 1 of 3 1:28PM

RETURN ADDRESS:

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

EASEMENT

**GRANTOR: COLLEGE WAY RETAIL, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion NW SW 17-34-4
ASSESSOR'S PROPERTY TAX PARCEL: 340417-0-057-0009**

FIRST AMERICAN TITLE CO.

M8805-1

ACCOMMODATION RECORDING ONLY

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **COLLEGE WAY RETAIL, 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:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

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 beginning on the West line of the above described Property, said point being 480 feet, more or less, south of the north line of the above described Property, thence Easterly a distance of 160 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This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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 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.

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.

UG Electric 11/1998
57601/105038726
SW 17-34-4

No monetary consideration paid

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 5th day of April, 2005.

GRANTOR
COLLEGE WAY RETAIL, LLC

BY: [Signature]

Title: Manager

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 08 2006

STATE OF WASHINGTON

COUNTY OF King) ss

Amount Paid \$ 0
By [Signature] Skagit Co. Treasurer
Deputy

On this 5th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tom Graham to me known to be the person(s) who signed as Manager of **COLLEGE WAY RETAIL, LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of **COLLEGE WAY RETAIL, LLC** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **COLLEGE WAY RETAIL, LLC**

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



[Signature]
(Signature of Notary)

Bernadette Marquez
(Print or stamp name of Notary)

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

My Appointment Expires: 11/05/09

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



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EXHIBIT "A"

That portion of the Northwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point where the South right-of-way of the Furber Road No. 208, now known as State Route 538, as said road existed on August 25, 1921, intersects the West right-of-way line of the Great Northern Railway Company, the said point being 30 feet South and 1,158.95 feet East along the East and West center line from the West quarter corner of Section 17, Township 34 North, Range 4 East W.M.; thence South 58°41' West along the West line of the right-of-way of the Great Northern Railway company a distance of 759.6 feet, more or less, to the North line of the South half of the Northwest Quarter of the Southwest Quarter of said Section 17; thence West along said North line a distance of 63.5 feet, more or less, to the East line of the right-of-way of the Pacific Northwest Traction Co.; thence North along the East line of the right-of-way of the Pacific Northwest Co. a distance of 654.4 feet, more or less, to the South line of the right-of-way of said Furber Road No. 208; thence East along the South line of said right-of-way of said Furber Road No. 208 a distance of 368.61 feet to the point of beginning;

EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded July 30, 1951, under Auditor's File No. 463811, records of Skagit County, Washington;

ALSO EXCEPT all portion of said premises lying northerly of a line drawn parallel with and 40 feet southerly of, when measured at right angles to the SR 538 survey line of SR 538, Jct. SR 5 to LaVenture Road, as conveyed by right-of-way deed recorded on September 13, 1991, under Auditor's File No. 9109130066, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



200605080159
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5/8/2006 Page

3 of

3 1:28PM