



200610300143

Skagit County Auditor

10/30/2006 Page 1 of 3 11:28AM

**RETURN ADDRESS:**

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

OCT 25 2006

**EASEMENT**

FIRST AMERICAN TITLE CO.

GRANTOR: **DAKOTA AVENUE LLC**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion SE 1/4 of NE 1/4 23-35-1**

ACCOMMODATION RECORDING ONLY

M8892-2

ASSESSOR'S PROPERTY TAX PARCEL: **P58387/3809-404-003-0008; P31725/350123-0-009-0002;**  
**P58391/3809-405-005-0003**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DAKOTA AVENUE 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:

**Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)**

**Easement No. 2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.**

**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  
61758/105042473  
NE 23-35-1

*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 25<sup>th</sup> day of October, 2006.

GRANTOR

**DAKOTA AVENUE LLC**

BY: [Signature]

Title: Manager

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 30 2006

STATE OF WASHINGTON )

COUNTY OF Skagit )

SS

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

On this 25<sup>th</sup> day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nels Strandberg, to me known to be the person(s) who signed as manager of **DAKOTA AVENUE 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 **DAKOTA AVENUE 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 **DAKOTA AVENUE LLC**.

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 preserved.

[Signature]  
(Signature of Notary)

Erin D. L. Welliver  
(Print or stamp name of Notary)

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

My Appointment Expires: 4/1/2010



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EXHIBIT "A"

PARCEL A:

Lots 1 to 5, inclusive, Block 405, PLAT OF NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington;

EXCEPT any portion of Lots 1 through 5, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 1 East W.M.

PARCEL B:

The Westerly 350 feet of that portion of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 1 East W.M., lying North of the South line of 16<sup>th</sup> Street as shown on the plat of G. Kellogg's Addition to the City of Anacortes, as per plat recorded in Volume 1 of Plats, page 39, records of Skagit County, Washington, produced West;

EXCEPT the following described tract:

Beginning at the intersection of the Easterly line of Dakota Street with the North line of said Northwest Quarter of the Southeast Quarter of the Northeast Quarter which point is 168.69 feet East from the Northwest corner of said subdivision; thence South 21°37' East along the East line of Dakota Street produced 20.25 feet; thence North 68°23' East along the Southeast line of those premises conveyed to Wesley Adams Rawhouser et ux by deed dated December 18, 1951, filed February 20, 1953, as Auditor's File No. 471783, records of Skagit County, Washington and recorded in Volume 249 of Deeds, page 147, 52 feet to the North line of said Northwest Quarter of the Southeast Quarter of the Northeast Quarter; Thence South 89°39'30" West along the subdivision line 55.80 feet to the point of beginning.

PARCEL C:

All of Lots 1, 2 and the East Half of 3, Block 404, PLAT OF NORTHERN PACIFIC ADDITION TO 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.



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