



200708080084

Skagit County Auditor

8/8/2007 Page

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2 1:54PM

**RETURN ADDRESS:**

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

**EASEMENT**

**GUARDIAN NORTHWEST TITLE CO.  
14076-8  
ACCOMMODATION RECORDING ONLY**

**GRANTOR: MACY, JAMES & DEBRA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion SE in 27-35-1 aka Lot 2 ANA-020-001  
ASSESSOR'S PROPERTY TAX PARCEL: P119090/4695-000-051-0000**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **JAMES W. MACY, JR. and DEBRA J. MACY, husband and wife** ("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:

**LOT 2, CITY OF ANACORTES SHORT PLAT NO. "ANA-02-001" (MACY SHORT PLAT) APPROVED MARCH 29, 2002, RECORDED APRIL 19, 2002 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200204190137, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST W.M. (ALSO KNOWN AS LOT 51, "MARINE HEIGHTS").**

**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:

**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 the South 10 feet of the East 40 feet of the above described Property.**

**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

UG Electric 11/1998SE 27-35-1  
64922/594052525

*No monetary consideration paid*

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 22nd day of June, 2007.

GRANTOR:

BY: James W. Macy, Jr.  
**JAMES W. MACY, JR.**

BY: Debra J. Macy  
**DEBRA J. MACY**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 08 2007

Amount Paid \$  
Skagit Co. Treasurer  
By man Deputy

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF Skagit )

On this 22nd day of June, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES W. MACY, JR. and DEBRA J. MACY**, to me known to be the individual(s) who signed and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed.

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



Jennifer J. Lind  
(Signature of Notary)

Jennifer J. Lind  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at DAW  
My Appointment Expires: 10/01/2010

Notary seal, text and all notations must be in ink.



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