

12/10/2007 Page

1 of

211:21AM

RETURN ADDRESS:

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

EASEMENT

GRANTOR:

DOUBLE FINC.

GUARDIAN NORTHWEST TITLE CO.

GRANTEE:

SHORT LEGAL:

PUGET SOUND ENERGY, INC. Portion Blocks 186 & 187 MAP OF THE CITY OF ANACORTES

ASSESSOR'S PROPERTY TAX PARCEL: P56175 2772-187-012-0001; P56172 3772-186-006-0001

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, DOUBLE F INC., a Washington corporation ("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: ACCOMMODATION RECORDING ONLY

PARCEL A:

LOTS 1 THROUGH 6, BLOCK 186, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B:

LOTS 7 THROUGH 12, BLOCK 187, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, 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:

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

UG Electric Easement 10/2003 NW 24-35-1 66622/105048999

No monetary consideration paid

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 <u>2644</u> day of _	November	, 2007.
	GRANTOR:		
	DOUBLE FINC.	Sept. 187	SKAGIT COUNTY WASHINGTON
	BY: 17 786		REAL ESTATE EXCISE TAX
Danie			DEC 1 0 2007
	∕ ఁ ౖPresident of Double F Inc., a STATE OF WASHINGTON)	Washington Corporation	Amount Carl
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	county of Ska8t)°		3v & Deputy
	instrument to be his/her free and voluntary	poration that executed the act and deed and the free a	re me, the undersigned, a Notary Public in and for the State Safy Filter to me known to be the person who signed as within and foregoing instrument, and acknowledged said and voluntary act and deed of DOUBLE F INC. for the uses uthorized to execute the said instrument on behalf of said

Nowhow

Notary seal, text and all nota

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

(Signature of Notary) heral h (Print or stamp name of Notary) NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernou My Appointment Expires:

> 00712100157 **Skagit County Auditor**

12/10/2007 Page

2 of

211:21AM