

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1660 Park Lane  
Burlington, WA 98233



200810130105

Skagit County Auditor

10/13/2008 Page

1 of

7 11:14AM

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

m 4251

GRANTOR: PORT OF ANACORTES  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NE 27-35-1 & SE 22-35-1  
ASSESSOR'S PROPERTY TAX PARCEL: P32372/350127-0-018-0007; P32356/350127-0-007-0000;  
P106729/350127-0-003-0201

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **PORT OF ANACORTES**, a Washington public port district formed pursuant to Title 53 RCW ("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 illustrated on Exhibit "B" as hereto attached and by reference incorporated herein. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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  
RW-070571/105054761  
NE 27-35-1

*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 1st day of October, 2008.

GRANTOR:

**PORT OF ANACORTES**

BY: \_\_\_\_\_

Title: Executive Director

BY: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT BY LESSEE:

**48 NORTH AVIATION, LLC**

BY: \_\_\_\_\_

Adam Jones, Member

BY: \_\_\_\_\_

Michael Freeman, Member

STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_ )

On this 1st day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT W. HYDE, to me known to be the EXECUTIVE DIRECTOR and \_\_\_\_\_, respectively of the **PORT OF ANACORTES**, a Washington public port district formed pursuant to Title 53 RCW, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

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



Julienne M. Lindsey  
(Signature of Notary)

Julienne M. Lindsey  
(Print or stamp name of Notary)

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

My Appointment Expires: 07-24-12



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Skagit County Auditor

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

GRANTOR:  
**PORT OF ANACORTES**

BY: \_\_\_\_\_

Title: Executive Director

BY: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT BY LESSEE:  
**48 NORTH AVIATION, LLC**

BY: \_\_\_\_\_

Adam Jones, Member

BY: Michael Freeman Member

Michael Freeman, Member

STATE OF WASHINGTON )

COUNTY OF Snohomish ) ss

On this 22 day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Adam Jones, & Michael Freeman, to me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively of the **PORT OF ANACORTES**, a Washington public port district formed pursuant to Title 53 RCW, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

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



(Signature of Notary)

Sallyann Geiger  
(Print or stamp name of Notary)

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

My Appointment Expires: 5-30-12



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Skagit County Auditor

STATE OF WASHINGTON )

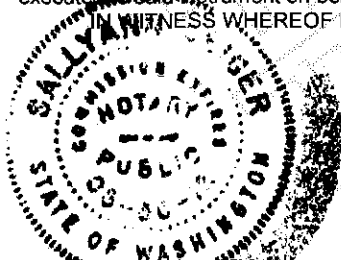
COUNTY OF )

Snohomish )

SS

On this 22 day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Adam Jones, to me known to be the person who signed as a member of **48 NORTH AVIATION, LLC**, 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 **48 NORTH AVIATION, LLC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **48 NORTH AVIATION, LLC**.

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



(Signature of Notary)

Sallyann Greiger

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington,

residing at

Arlington, WA

My Appointment Expires:

5-30-12

STATE OF WASHINGTON )

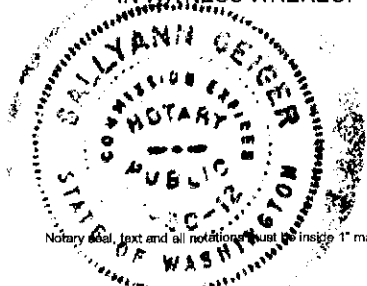
COUNTY OF )

Snohomish )

SS

On this 22 day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Freeman, to me known to be the person who signed as a member of **48 NORTH AVIATION, LLC**, 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 **48 NORTH AVIATION, LLC** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **48 NORTH AVIATION, LLC**.

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



(Signature of Notary)

Sallyann Greiger

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington,

residing at

Arlington, WA

My Appointment Expires:

5-30-12

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



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Skagit County Auditor

EXHIBIT "A"

PARCEL A:

That portion of the North  $\frac{1}{2}$  of the Northeast Quarter of Section 27, Township 35 North, Range 1 East W.M. together with that portion of the Southeast Quarter of the Southeast Quarter of Section 22, Township 35 North, Range 1 East W.M., being more particularly described as follows:

Beginning at the Northeast corner of said Section 27;  
Thence North  $89^{\circ}38'31''$  West along the North line of said Section, a distance of 30.00 feet to the West line of the "Copper Mine Road" and the TRUE POINT OF BEGINNING;  
Thence continue North  $89^{\circ}38'31''$  West along the North line of said Section, a distance of 377.00 feet;  
Thence South  $1^{\circ}04'32''$  West parallel to the East line of said Section 27 a distance of 798.78 feet;  
Thence North  $88^{\circ}04'31''$  West a distance of 174.81 feet to the Northeast corner of that certain tract of land conveyed to C. Hopke by instrument recorded under Auditor's File No. 489208;  
Thence continue North  $88^{\circ}04'31''$  west along the North line of said Hopke property a distance of 553.22 feet;  
Thence South  $21^{\circ}23'15''$  West a distance of 568.64 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 27;  
Thence North  $89^{\circ}09'01''$  West along the South line of said North  $\frac{1}{2}$  of the Northeast Quarter of said Section 27, a distance of 480.57 feet;  
Thence North  $21^{\circ}23'15''$  East a distance of 1,398.61 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 27;  
Thence continue within said Section 22, North  $21^{\circ}23'15''$  East a distance of 1,434.26 feet to the North line of said Southeast Quarter of the Southeast Quarter of said Section 22;  
Thence South  $88^{\circ}59'46''$  East along the North line of said Southeast Quarter of the Southeast Quarter of Section 22, a distance of 480.09 feet;  
Thence South  $21^{\circ}23'15''$  West 1,160.59 feet;  
Thence South  $89^{\circ}38'31''$  East parallel to the South line of said Section 22, a distance of 345.34 feet;  
Thence South  $1^{\circ}04'32''$  West, a distance of 50 feet;  
Thence South  $89^{\circ}38'31''$  East parallel to the South line of Section 22, a distance of 374.35 feet to the West line of said "Copper Mine Road";  
Thence South  $0^{\circ}18'59''$  West a distance of 200.03 feet to TRUE POINT OF BEGINNING.

(Also known as Parcel B of that certain survey recorded under Auditor's File No. 200104030063 records of Skagit County, Washington.)

PARCEL B:

That portion of the Northeast Quarter of the Northeast Quarter of Section 27, Township 35 North, Range 1 East W.M., described as follows:  
Beginning at a point on the South line of said subdivision, at the Southwest corner of the land conveyed to Lyle E. Marchant, by deed recorded in Volume 193 of Deeds, page 36, under Auditor's File No. 370718, which point of beginning is 592.1 feet West of the Southeast corner of said subdivision;  
Thence due North 525.3 feet to the Northeast corner of that certain tract conveyed to C. Hopke, by instrument recorded under Auditor's File No. 489208;  
Thence North  $88^{\circ}04'31''$  West along the North line of said Hopke tract, a distance of 553.22 feet;



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Thence South 21°23'15" West a distance 568.64 feet to the South line of said Northeast Quarter of the Northeast Quarter;  
Thence East along the South line of said subdivision to the point of beginning;  
EXCEPT that portion conveyed to the City of Anacortes by deed recorded April 30, 1997 under Auditor's File No. 9704300117.

(Also known as Parcel E of that certain survey recorded under Auditor's File No. 200104030063 records of Skagit County, Washington.)

**PARCEL C:**

That portion of the Northeast Quarter of the Northeast Quarter of Section 27, Township 35 North, Range 1 East W.M., described as follows:  
Beginning at a point on the East line of said subdivision 535 feet South of the Northeast corner of said subdivision;  
Thence South along said East line 297.8 feet to the Northeast corner of that certain tract conveyed to Harry Barber by deed recorded January 13, 1892, under Auditor's File No. 6521;  
Thence West along the North line thereof 287.5 feet to the Northwest corner of said Barber tract and the TRUE POINT OF BEGINNING;  
THENCE Southerly along the West line of said Barber tract 380 feet to the Northwest corner of that certain tract conveyed to John Williams by deed recorded January 12, 1892, under Auditor's File No. 6523;  
Thence Southerly along the West line thereof 127.5 feet to the South line of said Northeast Quarter of the Northeast Quarter;  
Thence West along said South line 296.5 feet to the Southwest corner of that certain tract conveyed to Lyle E. Marchant, by deed recorded in Volume 193 of Deeds, page 36, under Auditor's File No. 370718;  
Thence North to the Northeast corner of that certain tract conveyed to C. Hopke, by instrument recorded under Auditor's File No. 489208, said point also being on the South line of that certain tract conveyed to the Port of Anacortes by deed recorded August 8, 1968 under Auditor's File No. 716782;  
Thence East along the South line of said Port of Anacortes tract, 174.81 feet to the Southeast corner thereof;  
Thence South along the Southerly extension of the Easterly line of said Port property to an intersection with the westerly extension of the Northerly line of said Barber tract;  
Thence Easterly along said line 119.5 feet to the POINT OF BEGINNING;  
EXCEPT the South 80 feet thereof.

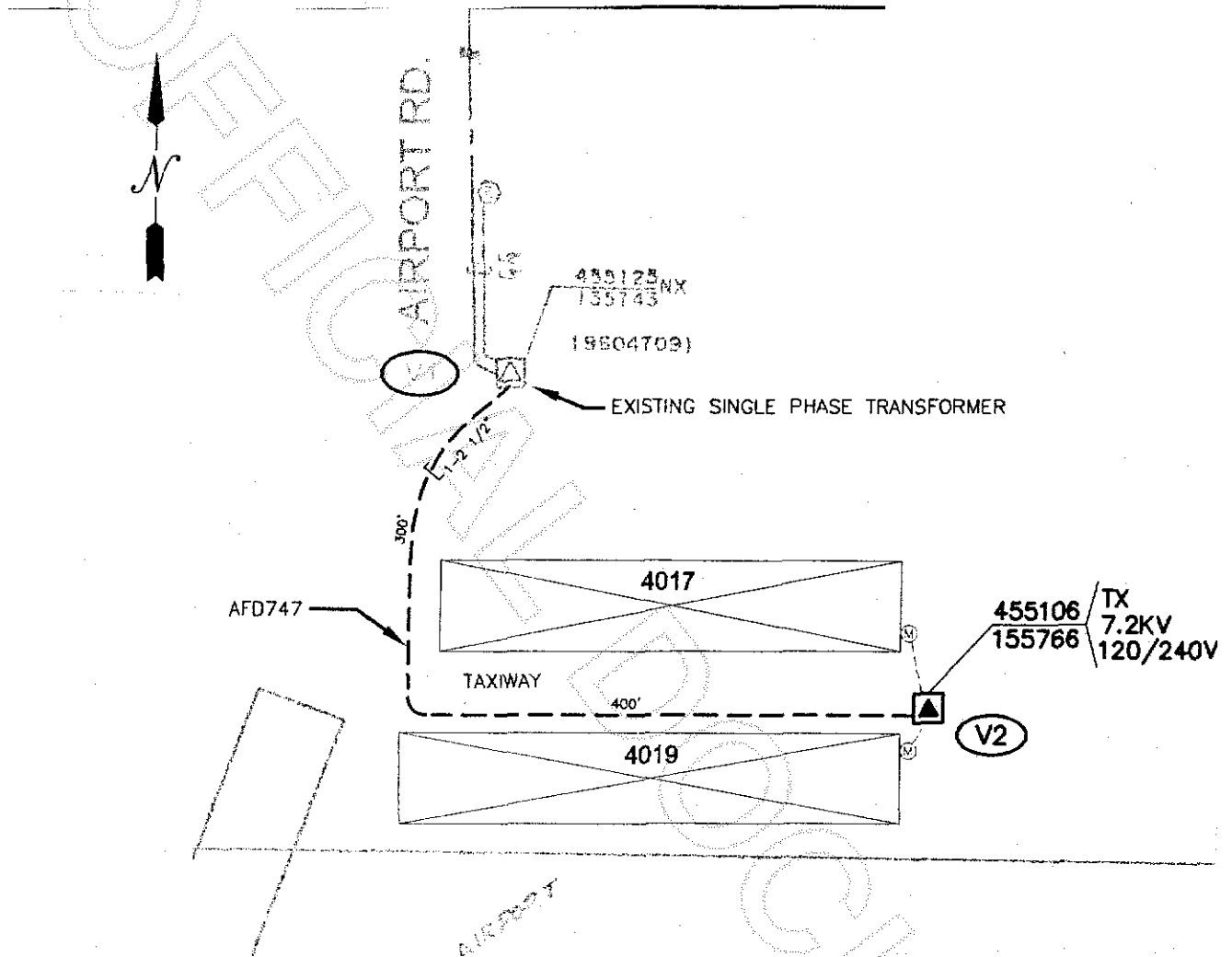
(Also known as Parcel I of that certain survey recorded under Auditor's File No. 200104030063 records of Skagit County, Washington.)

Situate in the County of Skagit, State of Washington.



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EXHIBIT "B"



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