



201102150202

Skagit County Auditor

2/15/2011 Page 1 of 3 10:56AM

**RETURN ADDRESS:**

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

**EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: **SPINNAKER COVE L.L.C.**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion Lot 18, 19 & 20, Block 126 City of Anacortes in NE 24-35-1**  
ASSESSOR'S PROPERTY TAX PARCEL: **P130371/3772-126-020-1017 & P55815/3772-126-020-0017**

**ACCOMMODATION RECORDING ONLY**  
m4533

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SPINNAKER COVE L.L.C.**, 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. This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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;

**TOGETHER WITH** one anchor and guy wires and any and all necessary or convenient appurtenances to said anchor.

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.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area **SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX** not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or

UG Electric 11/1998  
RW-077884/105064780  
NE 24-35-1

*No monetary consideration paid*

*Easement*  
**FEB 15 2011**

Amount Paid ~~30~~  
Skagit Co. Treasurer  
By *hmm* Deputy

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 2<sup>nd</sup> day of February, 2011.

GRANTOR: SPINNAKER COVE L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY

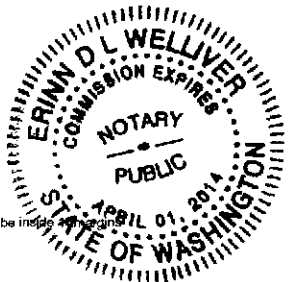
BY: [Signature]  
Nels Strandberg,  
Member SPINNAKER COVE L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY

STATE OF WASHINGTON)

COUNTY OF Skagit ) ss

On this 2<sup>nd</sup> day of February, 2011, 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 MEMBER of **SPINNAKER COVE L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY**, the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of **SPINNAKER COVE L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **SPINNAKER COVE L.L.C. A WASHINGTON LIMITED LIABILITY COMPANY**

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



[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 POB 931 - Anacortes

Notary seal, text and all notations must be inside the margin



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EXHIBIT "A"

Lots 18, 19 and 20, Block 126, MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

TOGETHER WITH the South half of the vacated alley in Block 126 abutting said lots, lying between the West line of said Lot 18 and the East line of Lot 20, extending to the centerline of said alley;

ALSO TOGETHER WITH the North half of vacated 18<sup>th</sup> Street adjacent to said Lots 18, 19 and 20;

EXCEPT those two portions conveyed to the Anacortes School District described as follows:

1. That portion of Lot 18 and of vacated 18<sup>th</sup> Street which by operation of law reverted to the following described portion of Block 126, MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington:  
Beginning at a point 76.7 feet West of the Southeast corner of Lot 20 along the South property line of Lots 20, 19, and 18; thence Northwest for 18.8 feet to a point 13.3 feet North from the Southwest corner of Lot 18 on the West property line of said Lot 18; thence South 13.3 feet to the Southwest corner of Lot 18; thence East 13.3 feet along South property line to the point of beginning.
2. Commencing at a point on the South line of Lot 18, Block 126, MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington at a point 76.7 feet West of the Southeast corner of Block 126; thence South parallel to the Southerly extension of the West line of Lot 18 for 16 feet to a point 24 feet North of the centerline of vacated 18<sup>th</sup> Street, the true point of beginning; Thence continuing South on a line parallel with the Southerly extension of the West line of Lot 18 for 24 feet to an intersection with the centerline of vacated 18<sup>th</sup> Street; Thence Easterly along said centerline for 24 feet; thence Northwesterly to the point of beginning.

(Also known as Lots A and B of Survey recorded under Auditor's File Number 200911120117)

Situate in the City of Anacortes, County of Skagit, State of Washington.



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