

**RETURN ADDRESS:**

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



200003150066  
Kathy Hill, Skagit County Auditor  
3/15/2000 Page 1 of 2 11:26:06AM



FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

M7227

**EASEMENT**

REFERENCE #: 28492

GRANTOR: ISLAND DEVELOPMENT LLC

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: LOT 20, INCLUSIVE, BLOCK 228, "MAP OF THE CITY OF ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ASSESSOR'S PROPERTY TAX PARCEL: 3772-228-~~001~~-020-0003

NO MONETARY CONSIDERATION

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ISLAND DEVELOPMENT LLC** ("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 20, INCLUSIVE, BLOCK 228, "MAP OF THE CITY OF ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, 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:

**ON THE EAST 10 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 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 6 day of March, 2000.

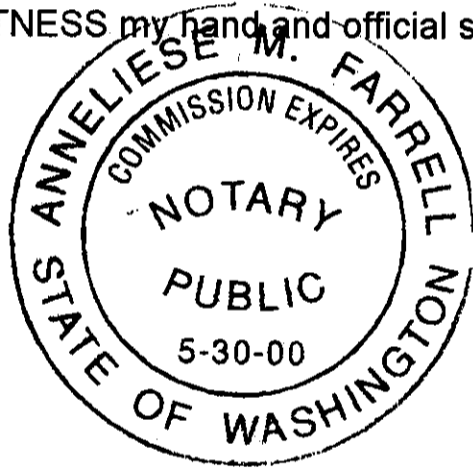
GRANTOR:

BY: Charles H. Barefield  
ISLAND DEVELOPMENT LLC

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 6<sup>th</sup> day of March, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles H. Barefield, to me known to be the general partner of Island Development LLC, a Washington Limited Partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Anneliese M. Farrell  
Notary Public in and for the State of Washington,  
Residing at La Conner

My commission expires 5/30/00

Anneliese M. Farrell

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

MAR 15 2000

Amount Paid \$ —0—  
Skagit County Treasurer  
By: DC Deputy



200003150066  
Kathy Hill, Skagit County Auditor  
3/15/2000 Page 2 of 2 11:26:06AM