



200205070088

Skagit County Auditor

5/7/2002 Page 1 of 2 3:09PM

**RETURN ADDRESS:**

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

**EASEMENT**

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

M7831

GRANTOR: EKERN, RICHARD & KIM & DAVIS TRUST  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LotS 11, 12, 13, 14, & 15, Block 230, City of Anacortes  
ASSESSOR'S PROPERTY TAX PARCEL: P56324

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, RICHARD R. EKERN and KIM M. EKERN, husband and wife and PATRIA R. DAVIS, as trustee for the DAVIS TRUST dated April 9, 1993 ("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:

LOTS 11, 12, 13, 14, AND 15, BLOCK 230, "MAP OF THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, 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:

**Easement No. 1:** All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)

**Easement No. 2:** A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way

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

*No monetary consideration was paid*

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 18 day of April, 2002.

BY: Richard R. Ekern  
RICHARD R. EKERN

BY: Kim M. Ekern  
KIM M. EKERN

BY: Patricia R. Davis  
PATRIA DAVIS, TRUSTEE

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

MAY 07 2002

Amount Paid \$ 0  
Skagit County Treasurer  
By: lp Deputy

CALIFORNIA )  
STATE OF WASHINGTON ) SS  
COUNTY OF SAN BERNARDINO

On this 18 day of APRIL, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD R. EKERN** and **KIM M. EKERN** to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Nancy L. Recek  
(Signature of Notary)

NANCY L. RECEK  
(Print or stamp name of Notary)

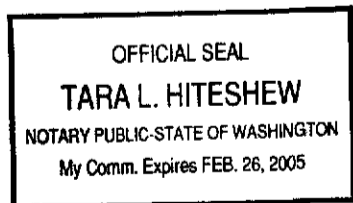


CA NOTARY PUBLIC in and for the State of CALIFORNIA  
WA Washington, residing at 35018 YUCAIPA BLVD., YUCAIPA CA  
92399  
My Appointment Expires: 8/11/04

STATE OF WASHINGTON )  
COUNTY OF Island ) SS

On this 24th day of April, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PATRIA R. DAVIS, to me known to be the person who signed as Patricia R. Davis and who executed the within and foregoing instrument and acknowledged said instrument to be a free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument as Trustee of said easement

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



Tara L. HitesheW  
(Signature of Notary)

Tara L. HitesheW  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at PNWB  
My Appointment Expires: Feb. 26, 2005

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

