



200706180163  
Skagit County Auditor

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1:32PM

**RETURN ADDRESS:**

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

FIRST AMERICAN TITLE CO.

*M9059-2*

**EASEMENT**

**ACCOMMODATION RECORDING ONLY**

GRANTOR: SUNSET VIEW CONDOMINIUM DEVELOPER, LLC, DBA ANACO DEVELOPMENT GROUP  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LOTS 2, 3, A AND C OF BLA REC AF NO 200610160102 BEING PTN OF LOTS 67-68 ANACO BEACH  
ASSESSOR'S PROPERTY TAX PARCEL: P125346, P61871, P61870, P121953

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SUNSET VIEW CONDOMINIUM DEVELOPER, LLC, DBA ANACO DEVELOPMENT GROUP** ("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", attached hereto and incorporated by reference.**

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 This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.**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

*No monetary consideration paid*



**EXHIBIT "A"**

Legal Description:

**Parcel A**

Lot 2 of Boundary Line Adjustment Survey recorded October 16, 2006, under Auditor's File No. 200610160102, more particularly described as follows:

Commencing at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;  
thence North 32°07'33" East a distance of 110.67 feet to the point of beginning;  
thence North 79°34'50" West a distance of 176.93 feet to the Easterly line of Marine Drive;  
thence North 44°02'01" East a distance of 117.92 feet along the Easterly line of Marine Drive;  
thence South 57°58'11" East a distance of 136.62 feet;  
thence South 28°13'01" West a distance of 50.29 feet to the point of beginning.

Being portions of Lots 1 and 2, Anacortes Short Plat 96-002, recorded December 27, 2002, under Auditor's File No. 200212270040, also being a portion of Lots 67 and 68, Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

**Parcel B**

Lot 3 of Boundary Line Adjustment Survey recorded October 16, 2006, under Auditor's File No. 200610160102, more particularly described as follows:

Commencing at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;  
thence North 32°07'33" East a distance of 110.67 feet;  
thence North 28°13'01" East a distance of 50.29 feet to the point of beginning;  
thence North 57°58'11" West a distance of 136.62 feet to the Easterly line of Marine Drive;  
thence North 44°02'01" East a distance of 81.79 feet along the Easterly line of Marine Drive;  
thence South 57°58'11" East a distance of 114.28 feet;  
thence South 28°13'01" West a distance of 80.18 feet to the point of beginning;

Being a portion of Lot 1, Anacortes Short Plat 96-002, recorded December 27, 2002, under Auditor's File No. 200212270040, also being a portion of Lots 67 and 68, Anaco Beach, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

**Parcel C**

Lot A of CITY OF ANACORTES "MARINE POINT" SHORT PLAT No. ANA 04-009 as approved August 19, 2004, and recorded August 25, 2004, under Auditor's File No. 200408250062, records of Skagit County, Washington; AND amended by Boundary Line Adjustment recorded October 16, 2006, under Auditor's File No. 200610160102, records of Skagit County, Washington; being a portion of Lots 67 and 68, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, and being more particularly described as follows:

Beginning at the most Westerly corner of Lot A of the Marine Point Short Plat as recorded under Auditor's File No. 200408250062, records of Skagit County, Washington;  
thence North 32°07'33" East a distance of 57.02 feet;  
thence South 70°25'58" East a distance of 159.08 feet to the Westerly line of Marine Drive;  
thence South 08°11'00" West a distance of 12.22 feet along said Westerly line;  
thence along a curve to the right having a radius of 75.00 feet, length of 86.07 feet, and a delta angle of 65°45'09";  
thence North 57°52'27" West a distance of 147.59 feet along the Northerly line of Anaco Beach Road to the point of beginning.

**Parcel D**

Lot C of CITY OF ANACORTES "MARINE POINT" SHORT PLAT No. ANA 04-009 as approved August 19, 2004, and recorded August 25, 2004, under Auditor's File No. 200408250062, records of Skagit County, Washington; AND amended by Boundary Line Adjustment recorded October 16, 2006, under Auditor's File No. 200610160102, records of Skagit County, Washington; being a portion of Lots 67 and 68, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, and being more particularly described as follows:

Commencing at the most Westerly corner of Lot A of the Marine Point Short Plat as recorded under Auditor's File No. 200408250062, records of Skagit County, Washington;  
thence North 32°07'33" East a distance of 110.67 feet;  
thence North 28°13'01" East a distance of 20.44 feet to the point of beginning;  
thence North 28°13'01" East a distance of 89.97 feet;  
thence South 57°58'11" East a distance of 71.09 feet;  
thence South 81°49'00" East a distance of 31.33 feet to the Westerly line of Marine Drive;  
thence South 08°11'00" West a distance of 70.95 feet along said Westerly line;  
thence North 70°00'51" West a distance of 128.07 feet to the point of beginning.

All situate in the County of Skagit, State of Washington.



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Skagit County Auditor