



200908310130

Skagit County Auditor

8/31/2009 Page 1 of 2 3:12PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

**EASEMENT**

GRANTOR: VAN DER VIS, NICOLAAS &amp; ELISABETH

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: SW¼ NW¼ 35-34-3

ASSESSOR'S PROPERTY TAX PARCEL: P23191/340335-2-005-0007

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

m 4363

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **NICOLAAS VAN DER VIS and ELISABETH W. VAN DER VIS, husband and wife** ("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:

**THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 34 NORTH, RANGE 3 EAST W.M.  
EXCEPT ROAD AND DRAINAGE DITCH RIGHTS OF WAY.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF 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:

**THAT PORTION OF WEST 5 FEET OF THE ABOVE DESCRIBED PROPERTY  
LYING SOUTH OF AN EXISTING BARN.**

**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:

**Overhead facilities:** Electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional lines 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. Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and

Electric Overhang Easement (2/2003)  
RW-072376/101054821  
SW 35-34-3

make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. 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.

**5. 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.

**6. 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.

**7. 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 29<sup>th</sup> day of June, 2009.

GRANTOR:

BY:

NICOLAAS VAN DER VIS

BY:

ELISABETH W. VAN DER VIS

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

2574  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 21 2009

Amount Paid \$ 16.21  
Skagit Co. Treasurer  
By lp Deputy

On this 29<sup>th</sup> day of June, 2009, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **NICOLAAS VAN DER VIS and ELISABETH W. VAN DER VIS** to me known to be the individual(s) 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.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My Appointment Expires: 9/21/2009

Notary seal, text and all notations must not be placed within 1" margins



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