



201003220178
Skagit County Auditor

3/22/2010 Page 1 of 3 4:00PM

RETURN ADDRESS:

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

EASEMENT

GRANTOR: BRANDSTROM, THOMAS & VICKIE
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion W₂ SW₄ 23-34-4
ASSESSOR'S PROPERTY TAX PARCEL: P27634/340423-0-031-0002

GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY

m9416

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **THOMAS L. BRANDSTROM and VICKIE L. BRANDSTROM, 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:

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:

Easement Area 1. 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 lying within the above described parcel.

Easement Area 2. 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 or to be constructed lying within the above described parcel – generally described as beginning at an existing transformer located on the above described Property; thence south to the south line 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.

UG Electric 11/1998
SW 23-34-4
RW-075094/X367442748

No monetary consideration paid

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 12th day of MARCH, 2010.

GRANTOR:

BY: Thomas L. Brandstrom
THOMAS L. BRANDSTROM

BY: Vickie L. Brandstrom
VICKIE L. BRANDSTROM

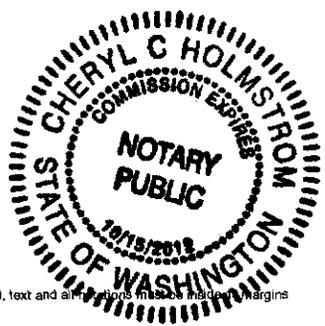
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
easement
MAR 22 2010

Amount Paid
Skagit Co. Treasurer
By: mem Deputy

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 12th day of March, 2010, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **THOMAS L. BRANDSTROM and VICKIE L. BRANDSTROM**, 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.



Cheryl C. Holmstrom
(Signature of Notary)

CHERYL C. HOLMSTROM
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Mount Vernon
My Appointment Expires: 10-15-2012

Notary seal, text and affirmations must be made in margins



201003220178
Skagit County Auditor

EXHIBIT "A"

That portion of the North 400 feet of the South 1000 feet of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest Quarter of Section 23, Township 34 North, Range 4 E.W.M., lying North of the following described line:

Beginning at the Northeast corner of the above described property; thence South $0^{\circ}15'57''$ West along the East line of said subdivision, a distance of 197.61 feet, more or less, to a point which bears North $0^{\circ}15'57''$ East, a distance of 2.40 feet from the Southeast corner of the North 200 feet of the South 1000 feet of said subdivision as conveyed from Floyd M. Alexander, Grantor to Thomas L. Livers, Grantee by the instrument recorded April 7, 1978 under Auditor's File Number 877039, and which point is the true point of beginning;

Thence South $89^{\circ}48'45''$ West along a line parallel to and 2.40 feet North of, when measured at right angles to the South line of said North 200 feet of the South 1000 feet of said subdivision to the West line of said subdivision and the terminus of this property description.

EXCEPT that portion thereof lying within the boundaries of the County Road as conveyed to Skagit County by deeds recorded under Auditor's File Numbers 598910 and 669801.

Situate in the County of Skagit, State of Washington.



201003220178
Skagit County Auditor