

**Skagit County Auditor** 

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**RETURN ADDRESS:** 

Puget Sound Energy, Inc. Attn: R/W Department

1660 Park Lane

Burlington, WA 98233

EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR:

**VANDERSANDEN, DOUGLAS & KRISTINE** 

GRANTEE:

PUGET SOUND ENERGY, INC.

ACCOMMODATION RECORDING ONLY

SHORT LEGAL: Lots 46 and 47. Plat 1. Sulpher Spring Lake Tracts ASSESSOR'S PROPERTY TAX PARCEL: P69863/4024-000-047-00009

m91.72

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, DOUGLAS VANDERSANDEN and KRISTINE VANDERSANDEN, 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:

TRACTS 46 AND 47, PLAT 1, SULPHUR SPRING LAKE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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:

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.

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 groundmounted 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.

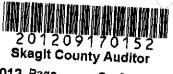
UG Electric 11/1998 Ao monotary consideration pareal ESTATE EXCISE TAX
RW-082545/105070841
SE 6-33-5

SKAGIT COUNTY WASHINGTON

Amount Paid \$ ~ Skagit Co. Treasurer mam Deputy

- 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.

<ol><li>Successors and Assigns. Grantee shall have the right to assign, apportion of</li></ol>	
all of its rights, benefits, privileges and interests arising in and under this easement. With	out 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 successor and assigns.	9010
DATED this day of	, 2012.
GRANTOR:	
ONANTON, // / /	
BY:	
BOUGLÁS VANDERSANDEN / //	
BY: / Vullue / andi Sanda	
KRISTINE VANDERSANDEN	
STATE OF WASHINGTON )	
COUNTY OF Kins SS	
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On this ST day of September, 2012, before me, a Notary	Public in and for the State
of Washington, duly commissioned and sworn, personally appeared DOUGLAS VANDER VANDERSANDEN, to me known to be the individual(s) who executed the within and foreg	SANDEN and KRISTINE
acknowledged that he signed the same as her free and voluntary act and	Joing instrument, and
purposes therein mentioned.	deed, for the uses and
GIVEN UNDER my hand and official seal hereto affixed the day and year in this	certificate first above
written.	ooilineate mot aporto
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will M. JOMA III	
Samuelow College	
(Signature of Notary)	
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(Print or stamp name of Notary)	and the second of the second o



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NOTARY PUBLIC in and for the State

Washington, residing at My Appointment Expires:

Notary seal, text and all notations must be install thanks

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