

RETURN ADDRESS:

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

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

Easement
JUN 24 2013

Amount Paid \$0
Skagit Co. Treasurer
By *man* Deputy



Skagit County Auditor \$73.00
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EASEMENT

GUARDIAN NORTHWEST TITLE CO.

GRANTOR: CAP SANTE VIEW CONDOS, LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN W 129 FT BLK 8 BEALE'S MAPLE GROVE TO ANACORTES
ASSESSOR'S PROPERTY TAX PARCEL: 3775-008-015-0000 / P112514

ACCOMMODATION RECORDING ONLY

m4738

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CAP SANTE VIEW CONDOS, LLC**, a Washington limited liability company ("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 EAST 43.90 FEET OF THE WEST 128.91 FEET, AS MEASURED ALONG THE SOUTH LINE OF LOTS 11 THROUGH 15, BLOCK 8, BEALE'S MAPLE GROVE TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON. (AKA CAP SANTE VIEW CONDOMINIUM COMMON ELEMENTS)

SITUATE IN 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:

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 (This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.)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

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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. Grantor will provide access to Grantee through gate or gates that may cross the easement area.

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 17th day of June, 2013.

GRANTOR/S:

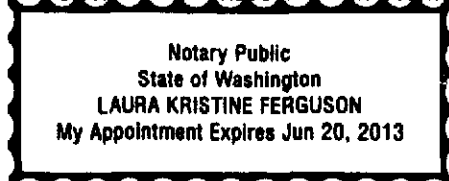
BY: George Terek

STATE OF WASHINGTON

COUNTY OF

On this 17th day of June, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George Terek to me known or proved by satisfactory evidence to be the person who signed as George Terek of CAP SANTE VIEW CONDOS, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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



(Signature of Notary)

(Print or Stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at ANACAPIS, WA
My Appointment Expires: 6/20/2013

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

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\$73.00