



201706200086

Skagit County Auditor \$77.00  
6/20/2017 Page 1 of 5 3:35PM

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate, R/W Dept.  
1660 Park Lane  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20172710  
JUN 20 2017

Amount Paid \$ 22.88  
Skagit Co. Treasurer  
By *RLM* Deputy

 PUGET SOUND ENERGY

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY  
M10031

**EASEMENT**

REFERENCE #: \_\_\_\_\_  
GRANTOR (Owner): MARIAN F. KLEIN MARITAL TRUST  
GRANTEE (PSE): PUGET SOUND ENERGY, INC.  
SHORT LEGAL: N 1/4 NE 1/4 NE 1/4, NW 1/4 NE 1/4, & NE 1/4 NW 1/4 all in Sec. 21-33N-05E W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P18178 (330521-1-001-0008), & P18178 (330521-0-001-0000)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MARIAN F. KLEIN MARITAL TRUST** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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 RIGHT OF WAY FIFTEEN (15) FEET IN WIDTH WITH SEVEN AND ONE HALF (7.5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, GENERALLY LOCATED ALONG LAKE CAVANAUGH ROAD.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend 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.** Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. **Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. **Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. **Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 17<sup>th</sup> day of June, 2017.

OWNER:

MARIAN F. KLEIN MARITAL TRUST

By: George Klein

Its: Trustee

UNRECORDED ORIGINAL DOCUMENT

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss

On this 17th day of June, 2017, before me personally appeared the Marian R. Klein Marital Trust, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instruments.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

NOTARY PUBLIC  
STATE OF WASHINGTON  
AMY C. PINNEO  
My Appointment Expires  
DECEMBER 13, 2020

[Signature]  
(Signature of Notary)

Amy C. Pinneo  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Edmonds

My Appointment Expires: 12/13/2020

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

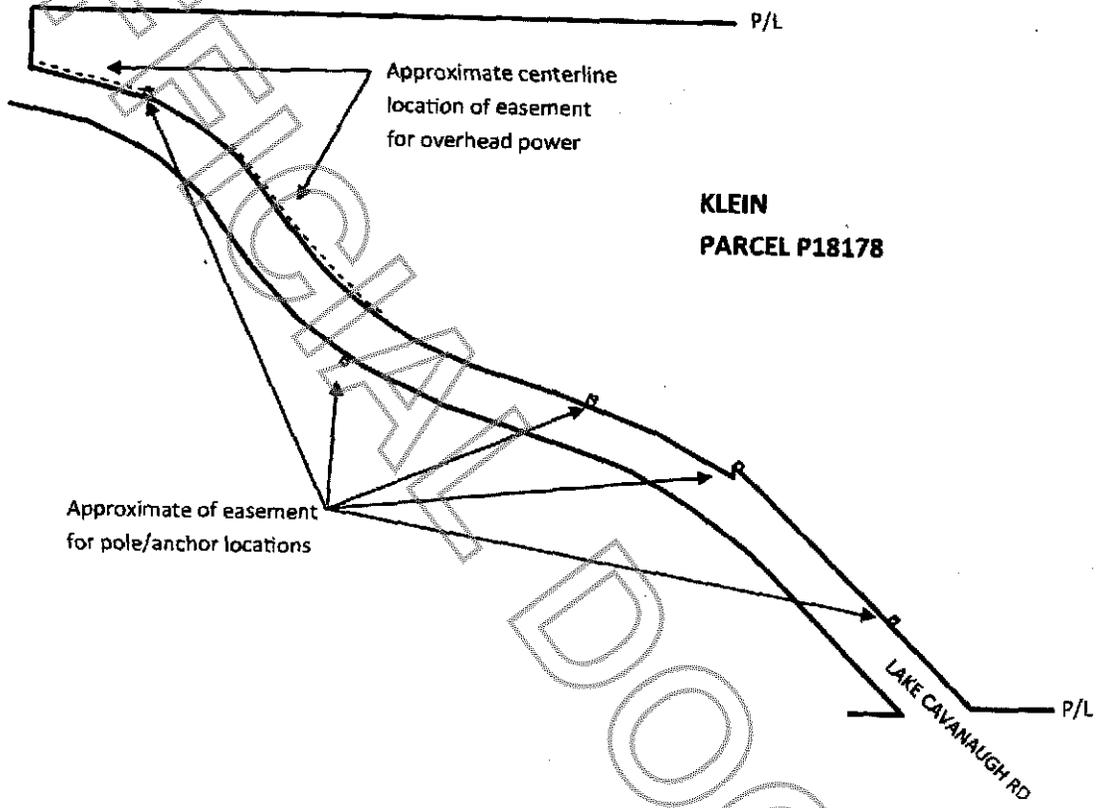
**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT A 50 FOOT RIGHT-OF-WAY CONVEYED TO ENGLISH LUMBER COMPANY BY DEED DATED SEPTEMBER 19, 1919, AND RECORDED NOVEMBER 25, 1919, UNDER AUDITOR'S FILE NO. 137161, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BY DEED DATED APRIL 17, 1945, AND RECORDED APRIL 17, 1945, UNDER AUDITOR'S FILE NO. 379620.**

**ALSO EXCEPT ANY PORTION LYING WITHIN COUNTY OR STATE HIGHWAY EIGHT-OF-WAY.**

EXHIBIT "B"



Not to scale