



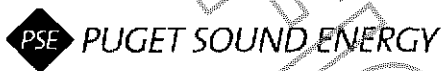
Skagit County Auditor \$77.00
7/24/2017 Page 1 of 4 1:24PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233

JUL 24 2017

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy



GUARDIAN NORTHWEST TITLE CO.
ACCOMMODATION RECORDING ONLY
M10044

EASEMENT

REFERENCE:
GRANTOR: MARTIN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Ptn Gov. Lot 5, SW13-35N-01E
ASSESSOR'S PROPERTY TAX PARCEL: P56211 (3772-201-011-0001)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FRANK P. MARTIN AND KRISTI LEE MARTIN, HUSBAND AND WIFE** ("Grantors" herein), hereby convey and warrant 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" 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 TEN (10) FEET IN WIDTH WITH FIVE (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.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.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

- a. Overhead facilities.** Pole 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; and.
- b. 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.

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 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.

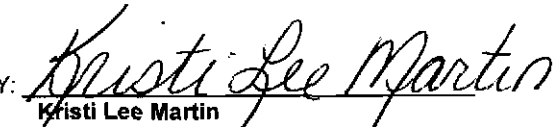
6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or 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 17th day of July, 2017.

GRANTORS:

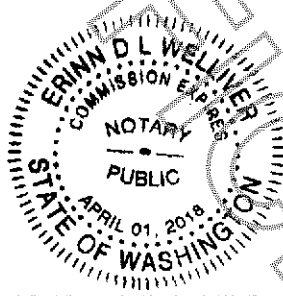
BY: 
Frank P. Martin

BY: 
Kristi Lee Martin

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 17th day of July, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Frank P. Martin and Kristi Lee Martin**, 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.



Erinn DL Welliver
(Signature of Notary)
Erinn DL Welliver
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing
at Anacortes WA
My Appointment Expires: 4/1/2018

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

UNOFFICIAL DOCUMENT

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A":

FRACTIONAL LOT 9 AND ALL OF LOT 10, AND THE WEST 6 FEET OF LOT 11, BLOCK 201, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH ALL THAT PORTION OF THE VACATED ALLEY AS WOULD ATTACH BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

ALL THAT PART OF THAT CERTAIN TRACT OF LAND LOCATED IN GOVERNMENT LOT 5 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AND AS SHOWN ON THE ORIGINAL PLAT OF THE "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," ON FILE IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, AS "SEATTLE AND NORTHERN RAILWAY COMPANY'S STATION GROUND CONTROL", DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 201, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 TO THE INTERSECTION THEREOF BY THE SOUTHEASTERLY BOUNDARY OF THE SAID SEATTLE & NORTHERN RAILWAY CO. STATION GROUND;
THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY TO THE INTERSECTION THEREOF BY THE CENTERLINE OF "C" AVENUE;
THENCE NORTHERLY ALONG THE CENTER LINE OF "C" AVENUE, EXTENDING TO THE INTERSECTION THEREOF BY THE SOUTHEASTERLY LINE OF THE EXISTING RIGHT OF WAY OF THE RAILWAY OF SAID GREAT NORTHERN RAILWAY COMPANY; SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND DISTANT 30 FEET SOUTHEASTERLY FROM THE CENTER LINE OF THE MAIN TRACK OF SAID RAILWAY AS NOW LOCATED AND CONSTRUCTED;
THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, ALL ACCORDING TO THE PLAT OF SAID "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON" ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SAID COUNTY.**

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF ANACORTES BY QUIT CLAIM DEED, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 201604150088, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.