



201806130042

06/13/2018 02:07 PM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor

**RETURN ADDRESS:**

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2018 2547  
JUN 13 2018

Amount Paid \$ 42.81  
Skagit Co. Treasurer  
By *mem* Deputy



**EASEMENT**

*M10102*  
GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

REFERENCE: N/A  
GRANTOR: DAVID D. GILLILAND & CYNTHIA A. GILLILAND  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN OF GOV'T LOT 2, SEC 5, TWN 34 N. RNG 2 E  
ASSESSOR'S PROPERTY TAX PARCEL: P19941 (340205-4-011-0000) & P19938 (340205-0-008-0005)

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **DAVID D. GILLILAND AND CYNTHIA A. GILLILAND, 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" 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:

THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND TEN (10) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE EASTERLY MARGIN OF STATE ROUTE 20 (TO OAK HARBOR), AS NOW AND HEREAFTER DEDICATED.

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

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.** Poles, towers 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.

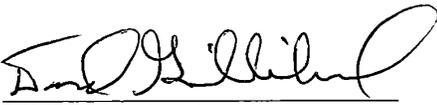
**5. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable 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 24th day of May, 20 18.

GRANTOR:

BY: 

DAVID D. GILLILAND

BY: 

CYNTHIA A. GILLILAND

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 24<sup>th</sup> day of May, 20 18, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAVID D. GILLILAND AND CYNTHIA A. GILLILAND**, to me known to be the individuals 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.



*Charles K. Coad*

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Snohomish, WA  
My Appointment Expires: 10/9/19

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

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

**PARCEL A (P19941):**

That portion of Government Lot 2 of Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of the as built and existing State Highway running along the West line of Government Lot 2 at a point that is 946 feet South of the East and West centerline of said Section 5, said point being on the South line of that certain tract of land conveyed to Lloyd McKinnon, et ux, by deed recorded under Auditor's File No. 566059, records of Skagit County, Washington; thence East along the South line of said McKinnon tract, a distance of 329 feet, more or less, to a point that is 359 feet East of the North and South centerline of said Section 5, a distance of 139 feet, more or less, to the North line of the South 15 rods (247.5 feet) of said Government Lot 2; thence West along the North line of said South 15 rods, a distance of 329 feet, more or less, to the East line of the State Highway; thence North along said East line of the Highway, a distance of 139 feet, more or less, to the Point of Beginning.

Situate in Skagit County, Washington.

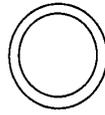
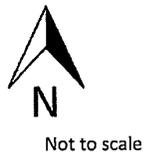
**PARCEL B (P19938):**

That portion of Government Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North and South centerline of said Section 5, 583 feet South of the center of said Section; thence East 359 feet; thence South 363 feet; thence West 359 feet to the said North and South centerline; thence North 363 feet to the Point of Beginning; EXCEPT State Highway along the West line thereof.

Situate in Skagit County, Washington.

EXHIBIT "B"



STATE ROUTE 20

STATE ROUTE 20

