



201907020024

07/02/2019 10:49 AM Pages: 1 of 4 Fees: \$104.50  
Skagit County Auditor

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233  
62557

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
JUL 02 2019

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By *Ynm* Deputy



GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

EASEMENT

*MID267*

REFERENCE:  
GRANTOR: PAUL R. BERGMAN AND SUSAN K. BERGMAN  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PORTION TRACT 43, PLAT OF BURLINGTON ACREAGE PROPERTY  
ASSESSOR'S PROPERTY TAX PARCEL: P62557 / 3867-000-043-0500

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PAUL R. BERGMAN AND SUSAN K. BERGMAN, 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:

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. GENERALLY LOCATED ALONG THE WESTERLY LINE OF THE ABOVE DESCRIBED REAL PROPERTY.

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.** Guys and anchors, 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.

*No Consideration Paid*

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 14<sup>th</sup> day of May, 2019.

GRANTOR:

BY: Paul R. Bergman  
PAUL R. BERGMAN

BY: Susan K. Bergman  
SUSAN K. BERGMAN



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

**THAT PORTION OF THE NORTH HALF OF THE EAST HALF OF TRACT 43 OF "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 43 AND RUNNING THENCE WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 291.5 FEET;  
THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID TRACT A DISTANCE OF 124 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT A DISTANCE OF 291.5 FEET TO THE EAST LINE THEREOF;  
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, 124 FEET TO THE POINT OF BEGINNING,**

**EXCEPT THE EAST 150 FEET THEREOF;**

**ALSO EXCEPT THE WEST 5 FEET THEREOF CONVEYED TO THE CITY OF BURLINGTON BY DEED DATED SEPTEMBER 9, 1977 AND RECORDED SEPTEMBER 13, 1977 AS AUDITOR'S FILE No. 864623.**