

**RETURN ADDRESS:**

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



**201909100081**

09/10/2019 02:39 PM Pages: 1 of 5 Fees: \$107.50  
Skagit County Auditor



**EASEMENT**

**ACCOMMODATION RECORDING ONLY**

*M10280-1*

**GUARDIAN NORTHWEST TITLE CO.**

REFERENCE NO: N/A  
GRANTOR: **SKAGIT LAND TRUST**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN S ½, NE ¼, SEC 14, TWN 35N, RNG 05E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P121411**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SKAGIT LAND TRUST**, a Washington non-profit corporation ("Grantor" herein), hereby grants and conveys 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 FIFTEEN (15) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE SOUTHERLY MARGIN OF MINKLER ROAD.**

**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. Minkler Lake Conservation Area.** Grantor owns the Property as a conservation area around Minkler Lake, a freshwater pond and salmon habitat. Grantee's right to use of the Easement Area is subject to and limited by all environmental restrictions and protections on the property.

**4. 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 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 and compensation for the materials and labor to replant areas of cut trees with native vegetation suitable for proximity to powerlines.

**5. 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.

**6. 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.

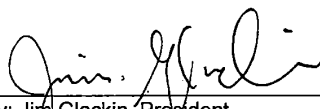
**7. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert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

**8. 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 21<sup>st</sup> day of August, 2019.

GRANTOR:

SKAGIT LAND TRUST

  
By: Jim Glackin, President

NLM-13/HAM-13 Minkler Rd  
WO#101085566/RW-113328  
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SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20193731

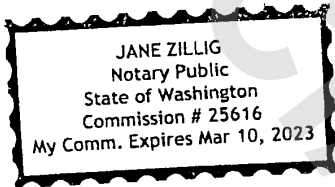
SEP 10 2019

Amount Paid \$ 31.70  
Skagit Co. Treasurer  
By HB Deputy

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WARREN WALZ, to me known to be the person who signed as the President of **SKAGIT LAND TRUST**, a Washington non-profit corporation, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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 Seattle, WA

My Appointment Expires: 3/10/23

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

That portion of the Northeast quarter of Section 14, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the North line of the right of way of the Great Northern Railway Company which is 264 feet East of the centerline of said Section; thence North 00°07' West to a point of the Northerly line of those premises conveyed to John E. Minkler by Deed dated August 22, 1905, filed August 25, 1905, under Auditor's File No. 53267, and recorded in Volume 56 of Deeds, Page 253, at a point 264 feet East of the centerline of said Section; thence North 84°29' East along said Northerly line 782.3 feet to an angle point in said Northerly line; thence South 87°47' East 201 feet; thence South 63°42' East 312.2 feet; thence South 00°30' East 602 feet; thence South 80°20' East 1,071 feet, more or less, to the East line of said Section; thence South 00°30' East along said East line 205 feet to the North line of the right of way of the Great Northern Railway Company; thence South 89°30' East 2,317 feet to the point of beginning.

Except that portion of said property, if any, lying within the B.D. Minkler Road.

And except that property legally described as follows:

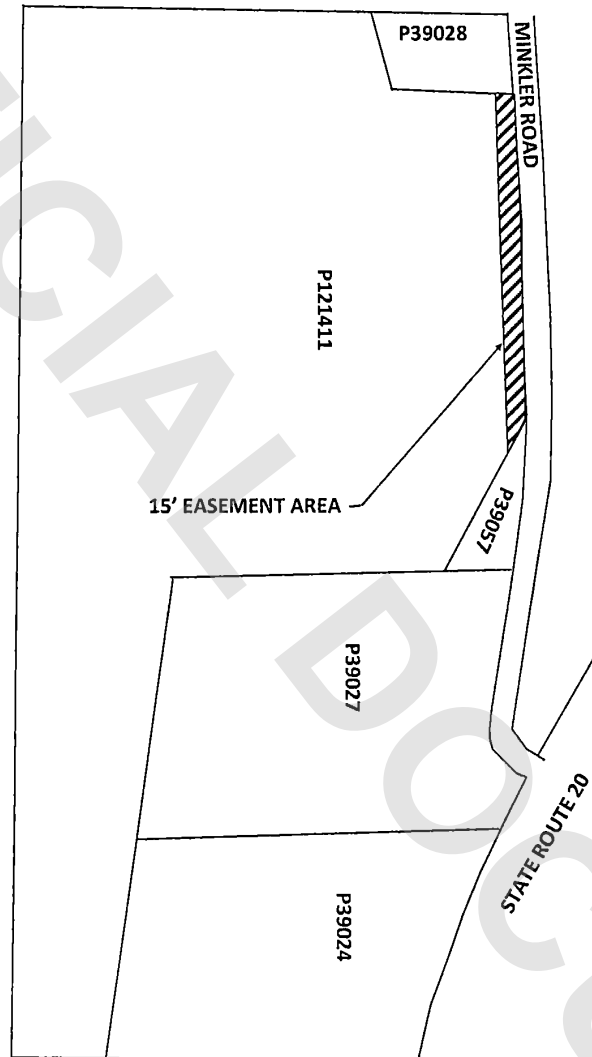
That portion of the Southwest quarter of the Northeast quarter of Section 14, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the East line of the West 264 feet of the Northeast quarter of said Section 14 with the South line of Minkler Road; thence North 86°48'16" East along the South line of Minkler Road, a distance of 178.36 feet; thence South 04°34'21" West along an existing fence and its Southerly prolongation, a distance of 266.93 feet; thence South 75°00'00" West, a distance of 173.76 feet to the East line of the West 264.00 feet of the Northeast quarter of said Section 14; thence North 02°05'57" East along the East line of said West 264 feet, a distance of 301.31 feet to the point of beginning of this description.

Situate in Skagit County, Washington.

**(Also known as PARCEL "B" of Survey Recorded under Skagit County Auditor's File No. 200409030008).**

EXHIBIT "B"  
(EASEMENT AREA)



NLM-13/HAM-13 Minkler  
WO#101085566/RW-113328