

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Heather Beauvais  
DATE 03/25/2020

**EASEMENT**

GNW M10319

GRANTOR (Owner): **GEIL TRUSTS**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 5 T35N R1E LOC IN SW QTR SEC 2 T35N R1E**  
ASSESSOR'S PROPERTY TAX PARCEL: **P31162**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WILLIAM C. GEIL**, sole trustee of the Geil Family Trust u/a/d/ 9/27/2000, and **WILLIAM C. GEIL**, Trustee of the Frances E. Geil Credit Shelter Trust, each as to their interest ("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 INCORPORATED BY REFERENCE.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed, to be constructed, extended or relocated. (This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.)**

**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:

- a. 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; 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, 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. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**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 13 day of march, 2020.

OWNER/S:

BY: William C. Geil  
WILLIAM C. GEIL,  
sole trustee of the Geil Family Trust u/a/d/ 9/27/2000

BY: William C. Geil  
WILLIAM C. GEIL,  
Trustee of the Frances E. Geil Credit Shelter Trust,

ARIZONA  
STATE OF ~~WASHINGTON~~ ) SS  
COUNTY OF MARICOPA

On this 13<sup>th</sup> day of MARCH, 2020, before me, the undersigned, a Notary Public in and for the State of ARIZONA, duly commissioned and sworn, personally appeared William Geil, to me known to be the person who signed as Trustee of the Geil Family Trust u/a/d 9/27/2000 and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Trustee of said Geil Family Trust u/a/d 9/27/2000.

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 ARIZONA,  
residing at ARIZONA  
My Appointment Expires: Jan 11, 2023

ARIZONA  
STATE OF ~~WASHINGTON~~ ) SS  
COUNTY OF MARICOPA

On this 13<sup>th</sup> day of MARCH, 2020, before me, the undersigned, a Notary Public in and for the State of ARIZONA, duly commissioned and sworn, personally appeared William Geil, to me known to be the person who signed as Trustee of the Frances E. Geil Credit Shelter Trust and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Trustee of said Frances E. Geil Credit Shelter Trust.

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 ARIZONA,  
residing at ARIZONA  
My Appointment Expires: Jan 11, 2023

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

**EXHIBIT A****Legal Description:**

That portion of Government Lot 5, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the East quarter corner of Section 2;  
thence North 88°25'12" West along the East and West center line of said Section 2, 3703.93 feet;  
thence South 27°48'18" West 265.28 feet to the true point of beginning;  
thence from said true point of beginning continue South 26°48'18" West 132.64 feet;  
thence North 88°25'12" West parallel to the North line of said Government Lot 5, to the shore of Bellingham Channel;  
thence Northeasterly along the shore line of Bellingham Channel to a point which lies North 88°25'12" West from the true point of beginning;  
thence South 88°25'12" East to the true point of beginning;

TOGETHER WITH tide lands of the second class, situated in front of, adjacent to or abutting said premises;

TOGETHER WITH easement for roadway and pole line over a strip of land 25 feet in width lying westerly of the following line:

Beginning at the East quarter corner of said Section 2;  
thence North 88°25'12" West along the East and West center line of said Section 2, 3703.93 feet to the point of beginning;  
thence South 26°48'18" West 530.56 feet to the terminal point of said line.

Situate in County of Skagit, State of Washington.