

RETURN ADDRESS:

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

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

**EASEMENT**

GNW M10319

REFERENCE #:

GRANTOR (Owner): **LISA RAE NISBET, SARA JEAN FENTON AND BRET AVERY KELLEY AS SUCCESSOR TRUSTEES OF THE KELLEY FAMILY TRUST DATED NOVEMBER 9, 2000**

GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: **PTN GOV LOT 2 AND 3, SEC 1, TWP 35, R 01 E**

ASSESSOR'S PROPERTY TAX PARCEL: **P31265 (350111-0-014-0009)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LISA RAE NISBET, SARA JEAN FENTON AND BRET AVERY KELLEY AS SUCCESSOR TRUSTEES OF THE KELLEY FAMILY TRUST**, dated November 9, 2000, ("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 BY THIS REFERENCE MADE A PART HEREOF.

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 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.

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:

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. 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

4. 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.

5. 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.

6. 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.

7. 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.

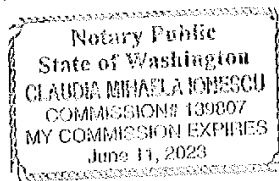
DATED this 5TH day of March, 2020

By: Lisa R. Kelley
LISA R. KELLEY formerly known as LISA RAE NISBET,
SUCCESSOR TRUSTEE OF THE KELLEY FAMILY TRUST

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 5th day of MARCH, 20 20, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LISA R. KELLEY, to me known to be the person who signed as SUCCESSOR TRUSTEE OF THE KELLEY FAMILY TRUST, and who executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument as trustee of said trust.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Claudia Mihaela Ionescu
(Signature of Notary)
Claudia Mihaela Ionescu
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue WA

My Appointment Expires: June 11, 2023

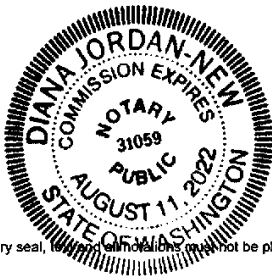
Notary seal, text and all notations must not be placed within 1" margins

By: Sara J. Kelley
SARA J. KELLEY formerly known as SARA JEAN FENTON,
SUCCESSOR TRUSTEE OF THE KELLEY FAMILY TRUST

STATE OF WASHINGTON)
) SS
 COUNTY OF SAGITT)

On this 3rd day of MARCH, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SARA J. KELLEY, to me known to be the person who signed as SUCCESSOR TRUSTEE OF THE KELLEY FAMILY TRUST, and who executed the within and foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument as trustee of said trust.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Notary seal, if used, must not be placed within 1" margins

Diana Jordan-New
 (Signature of Notary)

DIANA JORDAN-NEW
 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of Washington,
 residing at ANACORTES, WA

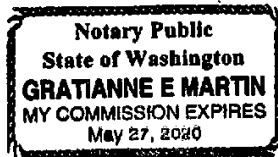
My Appointment Expires: 8/11/2022

By: Bret A Kelley
BRET AVERY KELLEY, SUCCESSOR TRUSTEE
OF THE KELLEY FAMILY TRUST

STATE OF WASHINGTON)
) SS
 COUNTY OF SKAGIT)

On this 2nd day of March, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **BRET AVERY KELLEY**, to me known to be the person who signed as **SUCCESSOR TRUSTEE OF THE KELLEY FAMILY 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 trust.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Gratianna E. Martin
 (Signature of Notary)

Gratianna E. Martin
 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of Washington,
 residing at 115 Vernon, WA 98274

My Appointment Expires: May 27th 2020

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

THE KELLEY FAMILY TRUST, DATED NOVEMBER 9, 2001
PARCEL AFTER BOUNDARY LINE ADJUSTMENT
(SKAGIT COUNTY ASSESSOR'S PARCEL NO. P-31265)

**A TRACT OF LAND IN GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.,
DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT OF THE SOUTH LINE OF SAID LOT 2, 1,084.39 FEET WEST OF THE SOUTHEAST
CORNER THEREOF, THE SOUTH LINE OF SAID LOT 2 BEAR NORTH 89°09' WEST;
THENCE NORTH 89°09' WEST 435.0 FEET;
THENCE NORTH 6°31'45" WEST 93.0 FEET;
THENCE SOUTH 89°09' EAST 435.0 FEET;
THENCE SOUTH 6°31'45" EAST 93.0 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 35 NORTH, RANGE 1
EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4 (SOUTH ¼ CORNER) OF SAID SECTION
11, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AS SHOWN ON THE FACE OF SKAGIT COUNTY SHORT
PLAT NO. 26-89, APPROVED OCTOBER 16, 1989 AND RECORDED DECEMBER 11, 1989 UNDER SKAGIT
COUNTY AUDITOR'S FILE NO. 8912110014;
THENCE NORTH 0°06'15" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF
1,321.84 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF;
THENCE NORTH 88°53'03" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, ALSO BEING THE
SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 11, FOR A DISTANCE OF 880.68 FEET TO THE
NORTHWEST CORNER OF LOT C OF SAID SHORT PLAT NO. 26-89;
THENCE NORTH 43°37'05" WEST FOR A DISTANCE OF 68.33 FEET;
THENCE NORTH 14°40'54" WEST FOR A DISTANCE OF 629.80 FEET;
THENCE NORTH 8°11'51" WEST FOR A DISTANCE OF 681.24 FEET, MORE OR LESS, TO THE NORTH LINE OF
SAID GOVERNMENT LOT 3, AT A POINT BEARING NORTH 88°37'43" WEST A DISTANCE OF 1,182.34 FEET
FROM THE NORTHEAST CORNER THEREOF, AS SAID NORTHEAST CORNER IS SHOWN ON SHORT PLAT NO.
10-78, APPROVED MARCH 2, 1978 AND RECORDED MARCH 3, 1978 UNDER SKAGIT COUNTY AUDITOR'S
FILE NO. 874744 AND BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 8°11'51" EAST FOR A DISTANCE OF 15.21 FEET, TO THE SOUTH LINE OF THE NORTH 15.00
FEET (AS MEASURED PERPENDICULAR TO THE NORTH LINE) OF SAID GOVERNMENT LOT 3;
THENCE NORTH 88°37'43" WEST PARALLEL WITH SAID NORTH LINE OF SAID GOVERNMENT LOT 3, FOR A
DISTANCE OF 337.64 FEET TO THE TOP OF A BANK;
THENCE NORTH 6°00'28" WEST FOR A DISTANCE OF 15.13 FEET, MORE OR LESS, TO SAID NORTH LINE OF
GOVERNMENT LOT 3, AT A POINT BEARING NORTH 88°37'43" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 88°37'43" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 337.05 FEET, TO THE
TRUE POINT OF BEGINNING.**

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PASSAGE AND REPASSAGE OVER, AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE: A PORTION OF LAND IN GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, 635.17 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THE EAST LINE OF SAID LOT 2 BEARS NORTH 0°39'30" WEST;
THENCE NORTH 89°09' WEST TO A POINT 455.0 FEET EAST OF THE WEST LINE OF SAID LOT 2, THE WEST LINE OF SAID LOT 2 BEARS NORTH 6°31'45" WEST;
THENCE SOUTH 6°31'45" EAST APPROXIMATELY 647.0 FEET TO THE SOUTH LINE OF SAID LOT 2, THE SOUTH LINE OF SAID LOT 2 BEARS NORTH 89°09' WEST;
THENCE NORTH 89°09' WEST 20.0 FEET ALONG THE SOUTH LINE OF SAID LOT 2;
THENCE NORTH 6°31'45" WEST 930.0 FEET;
THENCE NORTH 89°09' WEST 435.0 FEET TO THE WEST LINE OF SAID LOT 2;
THENCE NORTH 6°31'45" WEST 95.17 FEET ALONG THE WEST LINE OF SAID LOT 2;
THENCE SOUTH 89°09' EAST 435.0 FEET;
THENCE NORTH 6°31'45" WEST 330 FEET TO THE NORTH LINE OF SAID LOT 2, THE NORTH LINE OF SAID LOT 2 BEARS NORTH 88°31'15" WEST;
THENCE SOUTH 88°31'15" EAST 20.0 FEET ALONG THE NORTH LINE OF SAID LOT 2;
THENCE SOUTH 6°31'45" EAST 647.0 FEET;
THENCE SOUTH 89°09' EAST TO THE EAST LINE OF SAID LOT 2;
THENCE SOUTH 0°39'30" EAST TO THE TRUE POINT OF BEGINNING.**

EXCEPT ANY PORTION THEREOF WITHIN THE ABOVE DESCRIBED MAIN TRACT.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 1.1 ACRES.