

**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 05/11/2021

**EASEMENT**

## REFERENCE #:

GRANTOR (Owner): **ARLYN LIVINGSTON and KRISTINE LIVINGSTON**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn NW ¼ NE ¼, 34-35-3 E W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **P35332 (350334-0-008-0008)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ARLYN LIVINGSTON and KRISTINE LIVINGSTON**, a married couple ("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. 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. 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.

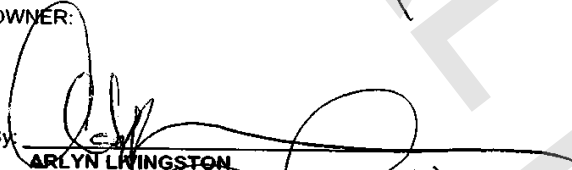
**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

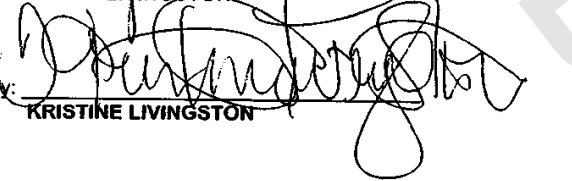
**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install 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 7<sup>th</sup> day of May, 2021.

OWNER:

By:   
ARLYN LIVINGSTON

By:   
KRISTINE LIVINGSTON

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this 7 day of May, 2021, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ARLYN LIVINGSTON and KRISTINE LIVINGSTON**, to me known to be the individual(s) 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.

NOTARY PUBLIC  
STATE OF WASHINGTON  
BRADLEY SLOAN  
Lic. No. 160633  
My Appointment Expires  
JUNE 28, 2024

*Bradley Sloan*  
(Signature of Notary)  
Bradley Sloan  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing  
at Mount Vernon  
My Appointment Expires: 6-28-2024

Notary seal, text and all notations must be inside 1" margins

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

**Legal Description Source: Statutory Warranty Deed AFN 201901290022**

**PARCEL "A":**

**THE SOUTH 139.17 FEET OF THE NORTH 278.30 FEET OF THE FOLLOWING DESCRIBED TRACT:**

**THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE SOUTH LINE OF THE JOSH WILSON ROAD;  
THENCE SOUTH ALONG THE EAST LINE 417.44 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE 313.08 FEET;  
THENCE SOUTH PARALLEL WITH THE SAID EAST LINE 417.44 FEET;  
THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE TO THE EAST LINE OF SAID SUBDIVISION;  
THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.**

**PARCEL "B":**

**THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE SOUTH LINE OF THE JOSH WILSON ROAD;  
THENCE SOUTH ALONG THE EAST LINE 417.44 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE 313.08 FEET;  
THENCE SOUTH PARALLEL WITH THE SAID EAST LINE 417.44 FEET;  
THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE TO THE EAST LINE OF SAID SUBDIVISION;  
THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING,**

**EXCEPT THE NORTH 278.30 FEET THEREOF.**

**PARCEL "C":**

**THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE SOUTH LINE OF THE JOSH WILSON ROAD;  
THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 834.88 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO KENNETH BROSSARD AND MARILYN BROSSARD, HUSBAND AND WIFE, BY DEED DATED MAY 25, 1965 AND RECORDED MAY 27, 1965, UNDER AUDITOR'S FILE NO. 666744, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE WEST AT RIGHT ANGLES ALONG THE SOUTH LINE OF SAID BROSSARD TRACT, A DISTANCE OF 313.08 FEET;  
THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 417.44 FEET;  
THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID SUBDIVISION;  
THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.**

**ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**